

United States Court of Appeals
for the
District of Columbia Circuit



**TRANSCRIPT OF
RECORD**

TRANSCRIPT OF RECORD.

Court of Appeals, District of Columbia

APRIL TERM, 1908.

No. 1883. **551**

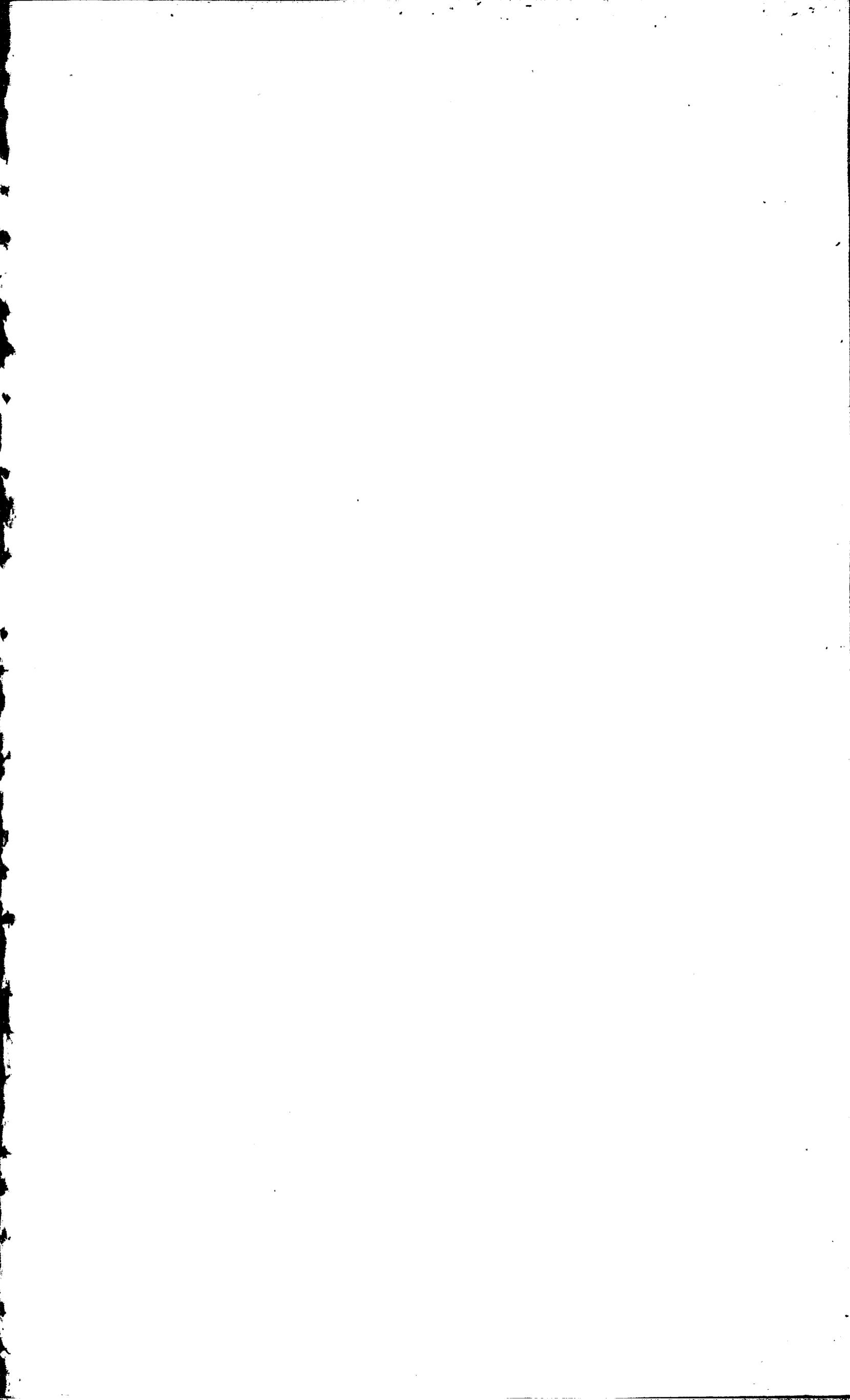
JEROME A. JOHNSON AND ANNA M. JOHNSON,
APPELLANTS,

vs.

IRA T. BRYANT, WILLIAM A. JOINER, JOHN C. NOR-
WOOD, AND THOMAS H. WRIGHT, EXECUTORS OF
CHARLES F. MURRAY.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA

FILED MARCH 20, 1908.



COURT OF APPEALS OF THE DISTRICT OF COLUMBIA

APRIL TERM, 1908.

No. 1883.

ANNA M. JOHNSON AND JEROME A. JOHNSON,
APPELLANTS,

vs.

IRA T. BRYANT, WILLIAM A. JOINER, JOHN C. NORWOOD, AND THOMAS H. WRIGHT, EXECUTORS OF CHARLES F. MURRAY.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA

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In the Court of Appeals of the District of Columbia.

No. 1883.

JEROME A. JOHNSON ET AL., Appellants,
vs.

IRA T. BRYANT ET AL.

a Supreme Court of the District of Columbia.

Equity. No. 24729.

IRA T. BRYANT, WILLIAM A. JOINER, JOHN C. NORWOOD, and
THOMAS H. WRIGHT, Executors of Charles F. Murray, Complain-
ants,

vs.

JEROME A. JOHNSON, ANNA M. JOHNSON, MUSKER BUNDY, HARRIET
B. SPRAGUE, Administratrix.

UNITED STATES OF AMERICA, *District of Columbia, ss:*

Be it remembered, That in the Supreme Court of the District of Columbia, at the City of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had in the above-entitled cause, to wit:

1

Bill.

Filed June 15, 1904.

In the Supreme Court of the District of Columbia, Holding an
Equity Court for said District.

Equity. No. 24729.

IRA T. BRYANT, WILLIAM A. JOINER, JOHN C. NORWOOD, and
THOMAS H. WRIGHT, Executors of Charles F. Murray, Complain-
ants,

vs.

JEROME A. JOHNSON, MICHAEL KEEGAN, JOSIAH H. CROSBY,
ROSETTA D. SPRAGUE, ROBERT H. BUNDY, Defendants.

The bill of complaint of the above named complainants respect-
fully represents as follows:

1. That they are all citizens of the United States, and residents of

the District of Columbia, and bring this suit in their own right, with the exception of John C. Norwood and Thomas H. Wright, who sue as executors of the estate of Charles T. Murray, deceased, as judgment creditors of the defendant Jerome A. Johnson, and in behalf of all other creditors similarly situated, who may if they so desire intervene in these proceedings.

2. The defendants are all citizens of the United States and residents of the District of Columbia, excepting Robert H. Bundy who resides at No. 117 West 53 St. New York City, New York. The defendant Jerome A. Johnson is sued as the judgment debtor of the complainants, as hereinafter stated, and in his own right; the defendants Michael Keegan and Robert H. Bundy are sued as pretended grantees under certain deeds herein mentioned, and are sued in their own right; and the defendants Rosetta D. Sprague and Josiah H. Crosby are sued as pretended beneficiaries under certain deeds of trust hereinafter more particularly referred to.

3. That heretofore to wit: on the 2nd day of May 1904, your complainant William A. Joiner, in cause at law No. 45955, recovered a judgment, in the Supreme Court of the District of Columbia, against the said Jerome A. Johnson, for the sum of \$181.01, with interest from January 22, 1903, besides costs of suit, as shown by a short copy thereof, hereto attached, and marked as complainant's exhibit "A." That thereafter, to wit: on the 8 day of June 1904, there was issued in due form a writ of *fieri facias* upon said judgment, duly returned, on the 8 day of June 1904, "*nulla bona*," all which will appear by reference to said short copy as aforesaid, which is prayed to be read as part hereof, and the said judgment remains wholly unsatisfied and unpaid, and the said defendant Jerome A. Johnson has no property subject to execution at law, as far as complainants are advised, from which satisfaction of said judgment can be realized.

That heretofore to wit: on the 2 day of May 1904, your complainant Ira T. Bryant, in cause at Law No. 45929, in the Supreme Court of the District of Columbia, recovered a judgment against said

3 Jerome A. Johnson, for the sum of \$181.55, with interest from January 16" 1903, together with costs of suit, as shown by a short copy thereof, hereto attached and marked as complainant's Exhibit "B." That thereafter, to wit: on the 8 day of June 1904, there was issued in due form a writ of *fieri facias* upon said judgment, duly returned, on the — day of June 1904, "*nulla bona*," all which will appear by reference to said short copy as aforesaid, which is prayed to be read as part hereof, and the said judgment remains wholly unsatisfied and unpaid, and the said defendant Jerome A. Johnson has no property subject to execution at law, as far as complainants are advised.

That heretofore, to wit on the 20" day of May, 1904, your complainants John C. Norwood and Thomas H. Wright, executors of the estate of Charles F. Murray, deceased, in cause at law No. 45967, in the Supreme Court of the District of Columbia, recovered a judgment against the said Jerome A. Johnson for the sum of

\$2,880, with interest from November 25" 1902, besides costs of said suit, as shown by a short copy thereof, hereto attached, and marked as complainant's exhibit "C." That thereafter, to wit: on the 15 day of June 1904, there was issued in due form a writ of *fieri facias*, upon said judgment, duly returned, on the 15 day of June 1904, "*nulla bona*," all which will appear by reference to said short copy as aforesaid, which is prayed to be read as part hereof, and the said judgment remains wholly unsatisfied and unpaid, and the said defendant Jerome A. Johnson has no property subject to execution at law, as far as complainants are advised, from which satisfaction of said judgment can be realized.

4. That complainants are informed and believe, and upon such information and belief aver that theretofore to wit: on the 28" day of July 1903, the said Jerome A. Johnson, by deed duly recorded in Liber 2673 folio 153, of the Land Records of the District of Columbia, received title from Berckley C. W. Waller, to lot 20 in square 37 in the City of Washington, District of Columbia, subject to a certain deed of trust, as will appear by reference to deeds in Liber 2693 folio 481 *et seq.* and 2684 folio 430 *et seq.* of the Land Records of the District of Columbia, to secure to Josiah H. Crosby, the sum of \$1000. That at the time of the execution of said pretended trust, to secure said Josiah H. Crosby the said sum of \$1000 and at the time of said other conveyances, the said Jerome A. Johnson was indebted to your complainants and many other persons in the City of Washington, District of Columbia, who had then pending against him certain suits, and said Jerome A. Johnson made said conveyances for the purpose of defeating the just rights of complainants and his said other creditors, and in anticipation of judgments against him, in many suits then pending as aforesaid, in the Supreme Court of the District of Columbia, of which number the suits hereinbefore referred to form a part only. And complainants say as they are informed and believe that there was no consideration for said deed of trust to secure said Josiah H. Crosby said sum of \$1000, and the same was made solely as a fraud upon the rights of the said creditors, and to protect said property from the lien of executions against it. And that defendant Jerome A. Johnson also has an interest in lots 18 & 19 in the subdivision known as Chichester in the County of Washington, D. C. the title to 5 which is vested in Daniel Murray and others Trustees, which interest is not subject to execution at law and should be subjected to your complainants' judgment, and is the subject of equity proceedings No. 23423, in the Supreme Court D. C.

5. That thereafter to wit: on the 5 day of December 1903, under like conditions, as hereinbefore stated, and for similar purposes, the said defendant Jerome A. Johnson, being then the owner of lot 9 in square 132, being sub lot in Cragin Starr Morrison and Metcalf's subdivision in said square, conveyed the same to Michael Keegan, upon, as complainants are informed and believe and so believing aver, a pretended consideration of \$3000, and said deed is duly recorded in Liber 2693, folio 273, *et seq.* of the Records of the District of Columbia in the Land Office. And complainants say that as

they are informed and believe, and so believing aver said deed was without valid and true consideration, and was made solely for the purpose of defrauding his said creditors, and to prevent execution against the same, upon said judgments.

6. That heretofore to wit: on the — day of — 190—, the said defendant Jerome A. Johnson was the true owner, and on said day Rosetta D. Sprague, being the pretended and record owner of lot 36, in square 194, in the City of Washington District of Columbia, conveyed said lands and premises to Robert H. Bundy, upon a pretended consideration of —. That thereupon the said Robert H. Bundy, by deed of trust conveyed said property to trustees to secure to said Rosetta D. Sprague a pretended indebtedness of \$2500.00. That said deed and said deed of trust are duly recorded in Liber 2736 folio 286 *et seq.*, and Liber 2736 folio 268 *et seq.*, of the records in the office of the recorder of Deeds for the District of Columbia. That the defendant Jerome A. Johnson is the true owner of said lands and premises, and said conveyance to said Robert H. Bundy was without consideration, and he only holds the same under a secret trust for the said Jerome A. Johnson, and said trust to secure said Rosetta D. Sprague was and is without any true and valid consideration. That said conveyance was only made to protect said property from the claims of your complainants and other creditors, and to prevent execution of your complainants' judgments against the same.

That all the property herein, in this bill referred to, is in the City of Washington, District of Columbia.

Your complainants are advised and believe and therefore aver that they are entitled in this Honorable Court to have the hereinbefore mentioned property sold, and the amount of any just and true encumbrance thereon or against the same ascertained, if any, and the surplus of the proceeds of said sale or sales over and above the said indebtedness applied to pay their said judgments, and they are entitled in so far as said conveyances and incumbrances shall appear to be fraudulent and fictitious to have the same set aside and declared null and void, and the premises considered, and because they are without adequate remedy at law, they pray as follows:

1. That the defendants Jerome A. Johnson, Michael Keegan Josiah H. Crosby, Rosetta D. Sprague, and Robert H. Bundy 7 may be served with process, made parties hereto as defendants, and required to answer the exigencies of this bill.

2. That said deeds of trust and said conveyances hereinbefore mentioned may be set aside and declared null and void, and of no effect as fraudulent, and not based upon any good valid or sufficient foundation or consideration.

3. That all said real estate in this bill described may be sold under the order and direction of this honorable court, by some suitable person or persons thereunto appointed, as trustees or trustee; that all proper accounte may be taken, that the proceeds of said sales may be applied in the first instance in so far as the same shall be required to pay any valid or subsisting lien, if any, against the same,

and that the surplus proceeds may be applied to the satisfaction of complainants' judgment.

4. And for such other and further relief as the nature of the case may require, and to Equity seem proper and just.

IRA T. BRYANT, *Complainant.*

MASON N. RICHARDSON,
A. A. BIRNEY,
WM. H. RICHARDSON,
Solicitors Jas. A. Cobb.

DISTRICT OF COLUMBIA, *To wit:*

Before me personally appeared Ira T. Bryant, who being first duly sworn deposes and says that he has read the aforesaid bill by him subscribed and knows the contents thereof and that the facts therein stated as of his own knowledge are true and that the facts therein stated as of information and belief he believes to be true.

IRA T. BRYANT.

Subscribed and sworn to before me this 14th day of June 1904.

[SEAL.]

GEORGE F. COLLINS,
Notary Public, D. C.

9

Short Copy.

Clerk's Office, Supreme Court of the District of Columbia.

At Law. No. 45967.

JOHN C. NORWOOD and THOMAS H. WRIGHT, Executors of Charles F. Murray, Deceased, Plaintiffs,
v.s.

JEROME A. JOHNSON, ROBERT H. TERRELL, WYATT ARCHER, JOHN A. PIERRE, WHITEFIELD MCKINLAY, W. S. MONTGOMERY, ARTHUR W. TANCIL, WILLIAM S. LOFTON, HENRY WALLACE, and ARCHER LEWIS, Defendants.

1904, May 20. Judgment for Plaintiff for.....	\$2880.00
With interest from November 25, 1902..	
Costs of Suit.....	141.25
“ add'l to Satisfy.....	.40

1904, June 15. *Fi. Fa.*, issued.
“ “ “ “ “ returned “Nulla Bona”

\$.... of said costs due Clerk.

[SEAL.]

Test:

J. R. YOUNG, *Clerk,*
By W. E. WILLIAMS,
Ass't Clerk.

June 15", 1904.

10

Short Copy.

Clerk's Office, Supreme Court of the District of Columbia.

At Law. No. 45955.

WILLIAM A. JOINER, *Plaintiff*,
*vs.*JEROME A. JOHNSON, ROBERT H. TERRELL, JOHN A. PIERRE, WYATT
ARCHER, & ARTHUR W. TANCIL, Defendants.

1904, May 2. Judgment for Plaintiff for.....	\$182.01
With interest from January 22, 1903.....	
Costs of Suit.....	33.40
" add'l to Satisfy.....	.40

1904, June 8. *Fi. Fa.*, issued.

" " 14. " " returned "Nulla Bona"

\$.... of said costs due Clerk.

Test:

[SEAL.]

J. R. YOUNG, *Clerk*,
By W. E. WILLIAMS,
Ass't Clerk.

June 15th, 1904.

11

Short Copy.

Clerk's Office, Supreme Court of the District of Columbia.

At Law. No. 45929.

IRA T. BRYANT, *Plaintiff*,
vs.
JEROME A. JOHNSON ET AL., Defendants.

1904, May 2. Judgment for Plff for.....	\$181.55
With interest from Jan. 16, 1903.....	
Costs of Suit.....	33.15
" add'l to Satisfy.....	.40

1904, June 8. *Fi. Fa.*, issued.

" " 14. " " returned "Nulla Bona"

\$.... of said costs due Clerk.

Test:

[SEAL.]

J. R. YOUNG, *Clerk*,
By W. E. WILLIAMS,
Ass't Clerk.

June 15, 1904.

12

Answer of Jerome A. Johnson.

Filed December 19, 1904.

In the Supreme Court of the District of Columbia, Holding a Special Term for Equity Business.

In Equity. No. 24729.

IRA T. BRYANT ET AL.

vs.

JEROME A. JOHNSON ET AL.

The separate answer of the defendant, Jerome A. Johnson, in his own right, to the bill of complaint of the above named complainant, respectfully represents to the court as follows:

This defendant, not waiving any right of exception which he has to the many uncertainties and imperfections of the complainants' bill, but expressly insisting thereon and claiming the same benefit therefrom which he would have upon demurrer, for answer unto so much of said bill as he is advised by counsel that it is necessary for him to make answer unto, answering saith:

1. He admits, so far as his knowledge extends, the averments contained in the first paragraph of said bill.

2. He admits, so far as his information and belief extends, the averments set forth in the second paragraph of said bill.

3. He says that he believes the averments contained in the third paragraph of said bill are true, but for more accuracy 13 in connection therewith, he refers to the records of the Supreme Court of the District of Columbia in connection therewith.

4. In answer to the fourth paragraph of said bill this defendant says that it is true, on or about the 28th day of July, 1903, he received title by deed duly recorded in Liber 2673, folio 153, of the land records of the District of Columbia, from Berkely C. W. Waller, to lot twenty (20) in square thirty-seven (37) in the City of Washington, District of Columbia, which said property was, at the time he received title thereto, subject to a mortgage upon which there was due the sum of five hundred dollars (\$500); that it is true another mortgage was placed upon said property for the sum of one thousand dollars (\$1000) to secure the said Josiah H. Crosby, said sum, which said mortgage was *bona fide* in every respect and for which this defendant received the money represented by same, said mortgage having been placed upon said property to secure the release of another mortgage for the same amount held by said Josiah Crosby upon another piece of property which said defendant desired to dispose of; that said property thereby became subject to mortgages or liens to the extent of one thousand five hundred dollars (\$1500), and that on having been unable to pay the said mortgages or the interest as it accrued thereon, said property was sold by forclosure

sale at the instance of the parties secured, bringing, so far as this defendant's memory serves him, the sum of about one thousand seven hundred dollars (\$1700) which was not more than sufficient

14 to discharge the said incumbrances and expenses in connection therewith, in consequence of which this defendant re-

ceived absolutely nothing for his interest therein. This defendant further says that said transactions were *bona fide* in every respect and that he has not now the slightest interest in said property, and he denies that the said transaction was in any way fraudulent, or attempted to be consummated for the purpose of depriving anybody of their rights. He further denies that said transaction was in any way effected for the purpose of protecting said property or attempting to protect same from any pretended right of lien or execution against it.

5. Answering the fifth paragraph of said bill this defendant says that it is true, on or about the 5th day of December, 1903, he conveyed lot numbered nine (9) in square one hundred thirty-two (132) as described in said bill of said Michael Keegan; that the same was in pursuance of a contract of sale, and the sale of said property to said Keegan for the sum of three thousand dollars (\$3000); that said transaction was *bona fide* in every respect and the consideration referred to therein was paid for said property and the title passed absolutely to said purchaser. He denies that said sale was consummated for any unlawful or improper purpose; he denies that the same was without consideration, but avers it was in full consideration, referred to, and he denies that it was made solely for the purpose of defrauding his creditors or in any way to affect or defraud his creditors or in any way to attempt to prevent executions against

him, as he avers no such executions were possible at said time.

15 6. Answering the sixth paragraph of said bill this defendant denies that he is the true owner of lot thirty-six (36) in square one hundred ninety-four (194) mentioned in said paragraph, or that he has or ever has had any interest whatsoever therein.

Further answering said paragraph he denies that the same is held upon any trust for him or — any manner in which he is interested whatsoever, or that said property was conveyed in any way to defeat the claims of creditors or to prevent any alleged execution operating upon same, as he never had any interest in said property, has no interest now, and has had nothing whatever to do in any manner, shape or form with the conveyances referred to.

Further answering said paragraph and said bill, this defendant says that he is not the owner of any property now and has never undertaken or attempted to dispose of any property which he has heretofore had, except in a *bona fide* way for value received, and at times when he had a perfect right to dispose of same.

Wherefore, the premises considered, he prays to be hence dismissed with costs in this behalf most wrongfully sustained.

JEROME A. JOHNSON.

LAMBERT & BAKER,

Solicitors for Respondent.

DISTRICT OF COLUMBIA, ss:

Jerome A. Johnson, being first duly sworn, on oath deposes and
says that he has read over the foregoing answer by him
16 subscribed and knows the contents thereof; that the matters
and facts therein stated upon his personal knowledge are
true, and those stated upon information and belief he believes to be
true.

JEROME A. JOHNSON.

Subscribed and sworn to before me this 17th day of December,
A. D. 1904.

[SEAL.]

CHARLES R. BURHANS,
Notary Public, D. C.

Joiner in Issue With Answer of Jerome A. Johnson.

Filed December 23, 1904.

In the Supreme Court of the District of Columbia, Holding an
Equity Court for said District.

Equity. No. 24729.

WILLIAM A. JOINER ET AL.

vs.

JEROME A. JOHNSON ET AL.

And now come the complainants and join issue with the answer
of the defendant, Jerome A. Johnson.

MASON N. RICHARDSON,
Solicitor for Complainants.

17

Answer of Rosetta D. Sprague.

Filed February 9, 1905.

In the Supreme Court of the District of Columbia, Holding an
Equity Court for said District.

Equity. No. 24729.

IRA T. BRYANT ET AL., Complainants,
vs.

JEROME A. JOHNSON ET AL., Defendants.

And now comes the defendant, Rosetta D. Sprague, and for an-
swer to the bill filed in the above entitled cause against her says:

1 and 2. She admits the allegations of paragraphs one and two.
3, 4, and 5. In respect to these paragraphs she says she has no
knowledge.

6. In answer to the sixth paragraph, this respondent says that while it may be true that the record title to lot 36 in square 194, in the City of Washington, was, as stated in said bill, in her, yet she says that she has not any interest in said property of any kind whatever. Further answering this paragraph of said bill this respondent says that if it be so that said property was by her conveyed to her co-defendant Robert H. Bundy, and by him conveyed to trustees to secure to this respondent the payment of a note, payable

18 to her order for the sum of \$2500, yet this respondent says that not only did she not have any interest in said property, but she did not have any interest in said note or in said trust, either for the sum of \$2500 or any other sum.

And now having fully answered she prays to be hence dismissed with her reasonable costs.

ROSETTA D. SPRAGUE, *Respondent.*

JAMES A. COBB, *Solicitor.*

DISTRICT OF COLUMBIA, *To wit:*

I, Rosetta D. Sprague, on oath say, I have read the aforesaid answer by me subscribed and know the contents thereof and that the facts therein stated as of my own knowledge are true, and that the facts therein stated on information and belief, I believe to be true.

ROSETTA D. SPRAGUE.

Subscribed and sworn to before me this 8th day of February A. D. 1905.

[SEAL.]

GEORGE F. COLLINS,
Notary Public, D. C.

Amended Answer of Jerome A. Johnson.

Filed August 19, 1905.

In the Supreme Court of the District of Columbia, Holding an
Equity Court.

Equity. No. 24729.

IRA T. BRYANT ET AL.

vs.

JEROME A. JOHNSON ET AL.

19 The amended answer of Jerome A. Johnson to the bill of complaint filed in the above entitled cause, leave of the court being first had and obtained, respectfully says as follows:

That he adopts in every particular the answer filed by him upon the 19th day of December, 1904, and in connection with his answer to the fourth paragraph of said bill, or so much thereof as has been

added thereto in writing by pen and ink, says that no lien can be had upon his interest in said property in any way whatsoever because in the case of Brooks v. Hale, pending in the Supreme Court of the District of Columbia, No. 23423, the property referred to in said paragraph was decreed to be sold on March 27th, 1903, and that in pursuance of said decree said property was sold, as will be seen by the report of the trustees in said cause filed July 23, 1904, which said report was confirmed July 23, 1904, the report of the Auditor upon the accounting of the trustees having been filed on the 21st day of February, 1905, and ratified on the 22d day of March, 1905. The sale in said cause was made upon the 29th day of June, 1904, to John C. Norwood at the price of three hundred ten dollars (\$310) per acre, and that he had no interest in said property after the decree referred to excepting the interest in the proceeds thereof, which he had duly and properly assigned for value; and he prays to be hence dismissed with costs:

JEROME A. JOHNSON,
Per W. J. LAMBERT, *Att'y.*

20 DISTRICT OF COLUMBIA, ss:

Wilton J. Lambert, being first duly sworn, on oath deposes and says that he has read over the foregoing answer by him subscribed for the defendant, Jerome A. Johnson, as his attorney, and knows the contents thereof; that the matters and facts therein stated upon his personal knowledge are true, and those stated upon information and belief he believes to be true.

WILTON J. LAMBERT.

Subscribed and sworn to before me this 18th day of August, A. D. 1905.

[SEAL.]

CHARLES R. BURHANS,
Notary Public, D. C.

Replication to Amended Answer of Jerome A. Johnson.

Filed October 9, 1905.

In the Supreme Court of the District of Columbia, Holding an Equity Court for said District.

Equity. No. 24729.

IRA T. BRYANT ET AL.

vs.

JEROME A. JOHNSON ET AL.

And now come the complainants and join issue with the amended answer of the defendant Jerome A. Johnson.

MASON N. RICHARDSON,
JAS. A. COBB,
Solicitors for Compl'n'ts.

21

Amendment to Bill.

Filed May 2, 1907.

In the Supreme Court of the District of Columbia, Holding an
Equity Court for said District.

Equity. No. 24729.

WILLIAM A. JOINER ET AL.

*vs.*JEROME A. JOHNSON, ANNA M. JOHNSON, MUSKER BUNDY, HARRIET
B. SPRAGUE, Administratrix.

And now come complainants, by leave of Court first had and obtained, and file this their amendment to the bill of complaint filed in the above entitled cause:

1. They amend paragraph two by making as parties defendant Musker Bundy, and Henrietta D. Sprague and Anna Johnson.

They further allege that Robert H. Bundy departed this life intestate in the City of New York, State of New York, in the fall of 1906. That he left as his sole heir at law, said Musker Bundy. Said Musker Bundy is a citizen of the United States, a resident of the District of Columbia, and is sued as the sole heir at law of Robert H. Bundy, who was in his life time the pretended owner of property as set forth in the bill. That said Musker Bundy has no true interest in said lands and premises, but only an apparent interest of record

therein. That Rosetta D. Sprague also departed this life, 22 intestate, on the 26th day of Nov., 1906, in the City of Washington, District of Columbia, and the above named Harriet B. Sprague has been duly appointed by the Supreme Court of the District of Columbia as her administratrix. That as hereinbefore set forth the said Rosetta D. Sprague has or had no real interest in the note described in these proceedings but only a pretended interest.

That said Anna M. Johnson is the wife of the defendant Jerome A. Johnson, she is a citizen of the United States, and a resident of the District of Columbia, and is sued as the pretended and fraudulent owner of said lands and premises as hereinafter stated.

2. By adding to the last paragraph of said bill as follows:

That on the first day of June 1903, when said deed was executed to said Robert H. Bundy by said Rosetta D. Sprague, whereby the record title to said lot 36 in square 194, in the City of Washington, District of Columbia was conveyed of record to said Robert H. Bundy, said Robert H. Bundy thereupon executed and delivered back a deed for said property to the defendant Anna M. Johnson, which said deed said Anna M. Johnson now holds and has never recorded the same. That upon said occasion and upon the same day, June first 1903, the defendant Jerome A. Johnson withdrew from his private account in the American Security and Trust Company, by

a check signed by himself and payable to his own order, the money which was the consideration for said deed, or in large part the consideration therefor. That said Jerome A. Johnson, thereupon

23 handed said money to his wife the defendant, Anna M. John-
son, who handed the same to said Robert H. Bundy, who in

turn gave the same to the agent consummating said sale, and he in turn handed the same to Mrs. Rosetta D. Sprague, the owner thereof. That said arrangement was made and details carried out, in fraud of creditors, and as a means of preventing the collection of their just claims and judgments, and the parties who participated therein were the defendants Anna M. Johnson, Jerome A. Johnson, and the said Robert H. Bundy. And your complainants are advised as matter of law, that although the title, not however, of record, but by deed was taken in the name of Anna M. Johnson, yet the true owner thereof is the said Jerome A. Johnson. That in perpetrating and consummating said fraud, the said Jerome A. Johnson acted for and as the agent of the said Anna M. Johnson.

Third. By adding to the prayers of said bill as follows:

1. That said Anna M. Johnson and Musker Bundy be made parties defendant hereto, served with process and required to answer the exigencies of this bill.

That said Harriet B. Sprague also be made a party defendant and required to answer the exigencies of this suit.

2. That a receiver or receivers be appointed to take charge of said property *pendente lite*.

3. That defendants Jerome A. Johnson, Anna M. Johnson, and Musker Bundy, be required to answer under oath the several interrogatories to them respectively propounded:

4. And for such other and further relief as the nature of
24 the case may require and to Equity seem proper and just.

WM. A. JOINER,
Complainant.

MASON N. RICHARDSON,
JAS. A. COBB, *Solicitors.*

JAMES A. COBB.

DISTRICT OF COLUMBIA:

I, Wm. A. Joiner, one of the Complainants in the above cause on oath say, I have read the foregoing amendment to the bill filed in the said cause, and that the facts therein stated as of my own knowledge are true and that the facts stated on information and belief, I believe to be true.

WM. A. JOINER.

Subscribed and sworn to before me this 30th day of April 1907.

[SEAL.]

SAMUEL E. LACY,
Notary Public, D. C.

Interrogatories Propounded Jerome A. Johnson.

1. State if you did not in the month of December 1902, own lot 9, square 132, in the District of Columbia, and if you did not sell said property to Michael Keegan for \$3000.00?
2. State if you did not thereupon deposit this money, or a part thereof, and if so how much, in the American Security and Trust Company of the District of Columbia?
- 25 3. State if at that time or about that time, December 1902, you did not have or open an account with said American Security and Trust Company.
4. State how much money you then deposited to your credit in said Trust Company.
5. State if you did not continue to have said account in said Company, until the month of June 1903.
6. State whether you were present when the transaction was closed whereby the title to the property lot 36 square 194, in the District of Columbia, being the house in which you now live was taken in the name of Robert H. Bundy, on or about June 1 1903?
7. How is said Bundy related to your wife?
8. Who was present when said transaction was closed?
9. Where was said transaction closed?
10. Was your wife present when it was closed?
11. Who if anyone was there present acting for her?
12. Who were you acting for in that transaction?
13. What if anything was the consideration for the deed of trust note, referred to in these proceedings, payable to the order of Mrs. Rosetta D. Sprague?
14. Was not that trust note, and the deed of trust securing it, for \$2500 signed by Bundy to the order of Mrs. Rosetta D. Sprague, entirely without consideration?
15. Who prepared said deed of trust, and said deed to Bundy, and at whose request were they prepared?
- 26 16. Was not said deed of trust note at once turned over to you, and not to Mrs. Sprague, and if not to whom was it turned over?
17. Why was that deed of trust note made?
18. Was it not made because of the pendency of suits against yourself and against Mrs. Johnson, your wife, and in fraud of creditors?
19. Were not suits at law then pending against yourself and against your wife?
20. On the same day that the transaction was closed conveying title to said Robert H. Bundy of said lot 36 square 194, did you not cash a check drawn to your own order on your own account in said American Security and Trust Company for a sum of money and if so state how much?
21. Have you your checks, check stub book, during the months of June and July 1903, in said American Security and Trust Company, and if not where are they?
22. How long was said Robert H. Bundy in Washington on the

occasion of the transfer of the said title of said property to him, June 1 1903?

23. When you obtained the sum of money, if you say you did, and in the amount you say you did, from the said trust company, did you take the same and hand it to your wife, and did she hand the same to Bundy, and did Bundy give the same to the agent consummating said sale, to be by him handed to Mrs. Sprague, as a consideration for the conveyance of said title to said property to said Robert H. Bundy?

24. State how much of the preceding question is true, and
27 the true facts connected with said transfer of title.

25. In what banks or bank did you have an account in May, June and July 1903, besides said American Security and Trust Company?

Interrogatories Propounded Anna M. Johnson.

1. State what you know of the transaction connected with the transfer of the title to lot 36 square 194, in the District of Columbia, being the house in which you live, to Robert H. Bundy, about June 1, 1903?

2. How is Bundy related to you?

3. Is he living or dead?

4. State if he left any children of his own, and if not who are his brothers and sisters?

5. Did he leave surviving him a child or children of any deceased brother or sister?

6. Did said Bundy leave a will?

7. State what estate said Robert H. Bundy left if you know?

8. Were you present at the office of Mr. Stone, real estate agent, when the transfer of the title to said Robert H. Bundy was made of said lot 36?

9. How did you derive such knowledge as you may have of what took place in respect of said transfer of title?

10. Who if any one acted for you there or in connection with said transaction?

11. At the time of the conveyance of said property to
28 Bundy was not a deed executed by said Bundy conveying the property back to you?

12. Who prepared that deed, and before what Notary was it acknowledged?

13. How do you know who prepared it?

14. Who prepared the deed of trust securing to Rosetta D. Sprague said deed of trust note for \$2500?

15. Where is the deed from said Bundy to you?

16. Has said deed of trust ever been recorded?

17. Why not?

18. Who delivered that deed to you and when was it delivered to you?

19. Have you the deed of trust note for \$2500 to secure Rosetta D. Sprague said sum, and the deed of trust?

20. Do you know about there being any consideration for said deed of trust note?
21. From whom did you derive your information about it?
22. Where and when and from whom did you receive said deed of trust note?
23. Is said deed of trust note marked cancelled and paid, and if so by whom and when?
24. State whether or not you had a bank account or accounts in the months of April, May, June, and July, 1903, and if so where, and in what bank or banks, or trust company?
25. State if you drew upon such account or accounts to your own order or to the order of any other person for the purpose of 29 making any payment on the purchase of the above-mentioned lot?
26. If you say you did, state to whose order, upon what bank, and how much?
27. If you say you were not present when said transaction of conveyance as to said lot was consummated, state who was present and acted for you?

Interrogatories to be Propounded Musker Bundy.

1. How are you related to Robert H. Bundy?
2. Did he leave a wife surviving him or children of his own?
3. What brothers or sisters did he leave?
4. State if you are the administrator of his estate?
5. State what if any estate he left?

Answer of Harriette B. Sprague.

Filed August 13, 1907.

In the Supreme Court of the District of Columbia, Holding an Equity Court for said District.

Equity. No. 24729.

WILLIAM A. JOINER ET AL.

vs.

JEROME A. JOHNSON ET AL.

And now comes the defendant, Harriette B. Sprague, administratrix, and for answer to the bill and the amendment thereto 30 says:

That she admits the averments thereof as contained in said bill and said amendments thereto, in so far as they refer to this respondent or to her mother Rosetta D. Sprague, and this respondent further says that neither personally nor as administratrix has she any claim of any nature upon the property in these proceedings described.

That as to the other & verments of the bill and amendment thereto she has no knowledge.

And now having fully answered she prays to be hence dismissed with her reasonable costs, etc.

HARRIETTE B. SPRAGUE, *Respondent.*

STATE OF NEW YORK, *County of Westchester, ss:*

I, Harriette B. Sprague, on oath say I have read the aforesaid answer by me subscribed and know the contents thereof, and that the facts therein stated as of my own knowledge are true, and that the facts therein stated on information and belief, I believe to be true.

HARRIETTE B. SPRAGUE.

Subscribed and sworn to before me this 26th day of July 1907.

[SEAL.]

EDWARD G. CONICK,
Notary Public, Westchester County.

31

Separate Answer of Annie M. Johnson.

Filed October 25, 1907.

In the Supreme Court of the District of Columbia, Holding an
Equity Court.

Equity. No. 24729.

WILLIAM H. JOINER

vs.

JEROME A. JOHNSON ET AL.

The separate answer of Annie M. Johnson to the amended bill of complaint in the above entitled cause, respectfully represents to the Court as follows:

This defendant now and at all times hereafter, saving and reserving unto herself all benefit and advantages of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said complainant's bill of complaint contained, and without waiving any rights that she may have to object to the jurisdiction of this Court over the subject matter in said bill, or object to the subject matter on the ground that said cause cannot be maintained, but reserving said question to be heard at the hearing the same as if she had demurred to said bill, for answer thereunto or unto so much and such parts thereof as this defendant is advised is and are material and necessary for her to make answer unto, this defendant, answering, saith:

32 1. For answer to the first paragraph of said amended bill, this defendant says that it is true that Robert H. Bundy departed this life intestate in the City of New York, in the fall of 1906, and that he left as his sole heir at law Musco Bundy, who is resident

of the District of Columbia. She further says that at the present time said Musco Bundy has no interest in the land referred to in this suit, the same being this defendant's sole and separate estate. She admits that S. D. Sprague departed this life intestate, in 1906, in the City of Washington, District of Columbia, and is advised that Harriet B. Sprague was appointed administratrix of her estate. She does not know what interest Harriet B. Sprague had in the note referred to, but if the same be deemed material, she demands specific proof thereof. She admits that she is the wife of the defendant Jerome A. Johnson, and that she is a citizen of the United States and a resident of the City of Washington, District of Columbia. She denies that she is in any way the pretended or fraudulent owner of the land and premises referred to, but says on the contrary that she is the real, *bona fide* owner of said property for value, and owns the same as part of her sole and separate estate.

2. For answer to the second paragraph of said amended bill, this defendant says that on or about the First day of June, 1903, she purchased lot thirty-six (36) in square one hundred and ninety-four (194) out of funds belonging to her separate estate, and that she received a deed therefor; that owing to the fact that she was, at that time threatened with certain litigation personally, the deed to

33 said property was made to said Robert H. Bundy and a conveyance by him was made to her. She further says that she has no personal knowledge as to the allegations in regard to Jerome A. Johnson, withdrawing funds from his private account in the American Security & Trust Company, but she denies that any money belonging to said Jerome A. Johnson was used in the purchase of said house, but on the contrary avers that every cent paid at that time and has been paid since that time, has been her own personal funds, and out of her separate estate. She denies that any arrangement was entered into in regard to the purchase referred to in fraud of creditors or as means of preventing or attempting to prevent any judgments or any just claims that might exist against the said Jerome A. Johnson. She denies that the said Jerome A. Johnson has or ever had any interest in said property referred to, and denies that any fraud was practiced in connection with the making of the said deed. She denies that said Jerome A. Johnson acted for her in any way in said matter, or that said Jerome A. Johnson was then, or is now, her agent.

Further answering said amended petition, and particularly the interrogatories propounded thereby to this defendant, this defendant says:

I. That she has already answered the same in her answer herein-before set forth, the truth being that she purchased said property out of her own separate estate, and owns the same today as part of her separate estate.

II. Bundy was my cousin.

III. He is dead.

IV. He left no children of his own; one brother, Musco Bundy, survived him.

34 V. He left no child or children of any deceased brother or sister surviving him.

VI. He did not leave a will, to respondent's knowledge.

VII. As far as respondent's knowledge extends, he left some jewelry and the contents of a barber shop on West 53rd Street, in New York.

VIII. Respondent was not present at the office of Mr. Stone when the transfer of the title to said Robert H. Bundy was made of said lot thirty-six (36).

IX. The only knowledge respondent has of what took place in respect of said transfer of title was derived from Mr. Bundy.

X. Mr. Bundy acted for respondent in connection with said transaction.

XI. A deed of said property was executed by said Bundy in favor of respondent at the time of the conveyance of the property to Bundy.

XII. To the best of respondent's knowledge Stone prepared the deed, although she has no personal knowledge of same. John T. Meany, a Notary Public, acknowledged it.

XIII. Respondent does not know who prepared it except on the information of said Bundy.

XIV. To the best of respondent's knowledge and information, Stone prepared the deed of trust securing Rosetta D. Sprague a deed of trust note for twenty-five hundred dollars (\$2500). Respondent, however, not being present at the time, answers on information and belief only.

35 XV. The deed from Bundy to respondent was recorded and is now in the possession of respondent.

XVI. Respondent says that said deed of trust has been recorded.

XVII. Respondent says that having answered the sixteenth interrogatory to the effect that said deed of trust has been recorded, there can be no answer to this interrogatory.

XVIII. Bundy delivered that deed to respondent on the day the title was transferred to him.

XIX. Respondent has in her possession the said deed of trust note for twenty-five hundred dollars (\$2500) and the said deed of trust.

XX. Respondent does not know about there being any consideration for said deed of trust note. Respondent further says, in answer to this interrogatory, that she was not aware of the purpose of making and recording the said deed of trust and the making of said deed of trust note; that the same was purely an invention of the said Stone, the purpose of which was never known to respondent; that respondent was not a party to it, and never deemed it of any validity, and merely held the same and now holds the same, because the said note was handed to her by said Bundy and the said deed of trust delivered to her by said Stone or some one for him, after it had been recorded.

XXI. Respondent as stated in the last answer, has no information about said note.

XXII. Respondent received said deed of trust note from said Bundy at her home on the day the said Bundy transferred
36 the property to her, and received the said deed of trust as set forth in her answer to the twentieth interrogatory.

XXIII. Respondent is informed and believes the said note was marked paid and cancelled by the defendant, Jerome A. Johnson, at the request of the surviving trustee, mentioneed in said trust note, William H. Haynes, on or about the month of September, 1894.

XXIV. Respondent had no bank account during the time mentioned in this interrogatory.

XXV. In view of the answer to the last interrogatory, respondent says that she did not and could not draw on any accounts for money.

XXVI. Respondent says that her answer to the twenty-fourth interrogatory herein, is a sufficient answer to this interrogatory.

XXVII. Respondent says that she was not present when said transaction or conveyance as to said lot was consummated, but that the said Bundy was present at the time, representing and acting for her.

And having fully answered the paragraphs of said bill and the specific interrogatories propounded therein, respondent prays that she may be hence dismissed with her costs in this behalf most wrongfully sustained.

ANNIE M. JOHNSON.

WILTON J. LAMBERT,
Solicitor for Respondent.

37 I, Annie M. Johnson, on oath say that I have read over the foregoing answer by me subscribed and know the contents thereof; that the matters and things therein stated of my personal knowledge are true, and those stated on information and belief I believe to be true.

ANNIE M. JOHNSON.

Subscribed and sworn to before me this 22nd day of October, A. D., 1907.

[SEAL.]

WALTER S. T. BROWN,
Notary Public, D. C.

Separate Answer of Jerome A. Johnson.

Filed October 25, 1907.

In the Supreme Court of the District of Columbia, Holding an Equity Court.

Equity. No. 24729.

WILLIAM H. JOINER
vs.
JEROME A. JOHNSON ET AL.

The separate answer of Jerome A. Johnson to the amended bill of complaint in the above entitled cause, filed herein, respectfully represents to the Court as follows:

This defendant now and at all times hereafter, saving and reserving unto himself all benefit and advantages of exception which can or may be had or taken to the many errors, uncertainties and
38 other imperfections in the said complainant's bill of complaint contained, and without waiving any rights that he may have to object to the jurisdiction of this Court over the subject matter in said bill, or object to the subject matter on the ground that said cause cannot be maintained, but reserving said question to be heard at the hearing the same as if he had demurred to said bill, for answer thereunto or unto so much and such parts thereof as this defendant is advised is and are material and necessary for him to make answer unto, this defendant, answering, saith:

1. Answering the first paragraph of said amended bill this defendant says that Robert H. Bundy departed this life, and left as his next of kin, Museo Bundy, his brother; that said Bundy is a citizen of the United States and a resident of the District of Columbia, so far as he knows. This defendant believes that said Bundy has no real interest in the property referred to, and says that he is advised Robert H. Bundy long before he died conveyed the property to Anna M. Johnson, and that said property is the sole and separate estate of the said Anna M. Johnson. This defendant has no knowledge concerning the death of said Rosetta D. Sprague, but assumes the same is true, and he assumes that the statement as to her being appointed administratrix of said estate is true. Further answering said paragraph this defendant says that so far as his information extends, and he believes the same is true, said Rosetta D. Sprague was the former owner of the property in these proceedings.

He further says that said Anna M. Johnson mentioned
39 herein is his wife; that she is a citizen of the United States and a resident of the District of Columbia, and he denies that she is the fraudulent owner of the lands and premises referred to, but says she owns the same as her sole and separate estate, having purchased the same with her own individual funds.

Answering the averments of the second paragraph of said amended bill this defendant says that the said Anna M. Johnson did purchase the property referred to from Rosetta D. Sprague, and that the property was conveyed to Robert H. Bundy for the reason that certain litigation was pending against said Anna M. Johnson at the time referred to; but that said property was conveyed by said Robert H. Bundy to said Anna M. Johnson and the deed conveying same has been recorded in the Office of the Recorder of Deeds of the District of Columbia.

Further answering said paragraph this defendant says that it is true that on or about the first day of June, 1903, he withdrew from his private account in the American Security & Trust Company a sum of money amounting to about seventeen hundred dollars (\$1700), which said money belonged and has belonged for some time to said Anna M. Johnson; that said sum of money was owing by this defendant to said Anna M. Johnson, on account of the sale of a certain piece of property, in which she had an interest, which interest amounted to the sum of seventeen hundred dollars (\$1700);

and that said money was not the money of the defendant but was the property of the said Anna M. Johnson on account of her interest in the property aforesaid. This defendant assumes that the
40 said Anna M. Johnson used part, if not all, of said money in connection with the payments upon the property referred to in this cause. This defendant further says that he denies emphatically that the arrangements referred to, or the money paid to his said wife, was to defraud his creditors, or hinder or delay them; and he says that at the time referred to, there were no judgments against him; and while the said Anna M. Johnson had been sued, in connection with the Capital Savings Bank, of which she was a stockholder, in this city, and thereby was liable for the money due all of the depositors of said institution, yet the said Anna M. Johnson fought out the cases in reference thereto in the Supreme Court of the District of Columbia, and in the Court of Appeals, and was victorious in that connection in both tribunals, and has no judgments against her, and did not have any at the time mentioned. This defendant further says that he did not act as the agent of his said wife, as referred to in said amended bill, and he emphatically denies that there was any fraud in that connection, and he says that the said property referred to was bought with his wife's money, by her, and is her separate estate.

JEROME A. JOHNSON.

WILTON J. LAMBERT,
Solicitor for Defendants.

I, Jerome A. Johnson, on oath say that I have read over the foregoing Answer by me subscribed and know the contents thereof; that the matters and things therein stated of my personal knowledge are true, and those stated on information and belief I believe to be true.

JEROME A. JOHNSON.

41 Subscribed and sworn to before me this 29th day of June, 1907.

[SEAL.]

WALTER S. T. BROWN,
Notary Public, D. C.

Replication.

Filed October 28, 1907.

In the Supreme Court of the District of Columbia, Holding an Equity Court for said District.

Equity. No. 24729.

IRA T. BRYANT ET AL.

vs.

JEROME A. JOHNSON ET AL.

And now come the complainants and join issue with the answers of the defendants Jerome A. Johnson and Anna M. Johnson.

MASON N. RICHARDSON,
Attorney for Complainants.

Testimony on Behalf of the Complainants.

Filed November 25, 1907.

In the Supreme Court of the District of Columbia, Holding an Equity Court for said District.

Equity. No. 24729.

IRA T. BRYANT ET AL.

v/s.

JEROME A. JOHNSON ET AL.

42 Take notice that on the 11th day of January, A. D. 1903, at two (2) o'clock P. M., at the law offices of Mr. Mason N. Richardson, Fendall Building, the testimony in the above entitled cause for and on behalf of the complainants will be taken before me. You are invited to be present and take such action as you may be advised.

EDWIN L. WILSON, *Examiner.*

To Mr. Wilton J. Lambert, Attorney for Defendants.

Copy of above notice served on counsel for the defendants this 8th day of January, 1905.

EDWIN L. WILSON, *Examiner.*WASHINGTON, D. C., *January 11th, 1906,*
Thursday at 2 o'clock.

Met pursuant to notice hereto attached at the law offices of Mr. James A. Cobb, 609 F Street, Northwest, for the purpose of taking testimony for and on behalf of the complainants in this cause.

Present: Mr. Mason N. Richardson for the complainant; Mr. Wilton J. Lambert for the defendants, Jerome A. and Anna M. Johnson; Mr. James A. Cobb for the defendant, Rosetta D. Sprague; Mr. Edwin L. Wilson, Examiner, and the witness, Rosetta D. Sprague.

43 Whereupon ROSETTA D. SPRAGUE, a witness (one of the defendants) produced for and on behalf of the complainants, and being first duly sworn according to law, testified as follows:

By Mr. RICHARDSON:

Q. Mrs. Sprague, are you familiar with premises No. 1528 15th street? A. Yes, sir.

Q. Your full name is Rosetta D. Sprague? A. Yes, sir.

Q. What is your husband's name? A. Nathan Sprague.

Q. What is his condition of health at present? A. Well, he is on his death bed.

Q. He is not able to be examined? A. No, sir.

Q. Did you ever live in premises No. 1528 15th street? A. Yes, sir.

Q. That is lot 36, square 194, or do you know it by the lot and square? A. No, sir.

Q. Do you know who lives there now? A. Mr. Johnson.

Q. Mr. Jerome A. Johnson? A. Yes, sir.

44 Q. How long ago did you live there? A. 1902, I think it was. Little over two years ago.

Q. You do not recall the exact date? A. No, sir.

Q. Did you ever own that property? A. I have.

Q. From whom did you buy it? A. From a Mrs. Wilhoit. Mrs. Anna May Wilhoit.

A. Do you recall when it was that you bought it? A. In 1900, I think.

Q. June 28th, 1900? A. Yes, sir.

Q. When you bought it, Mrs. Sprague, was it subject to any encumbrance? A. Yes, sir, there was an encumbrance.

Q. What was that? A. There was \$3500.00 on that I think.

Q. Did you put another trust on it? A. No, sir.

Q. Was there a trust on it for a thousand dollars? A. Yes, sir, there was one trust for one thousand dollars that was to be paid off in monthly notes.

Q. Forty dollar notes? A. I don't remember—the notes were not forty dollars.

Q. Do you recall how much those notes were each? A. I think they were twenty-five dollar notes.

Q. And then do you say there was this other trust of thirty-five hundred dollars? A. Yes, sir.

45 Q. Did you pay on those notes—on that trust? A. I took up the notes as they came on and paid the interest on the thirty-five hundred dollars. I think that thirty-five hundred dollars was to run three years..

Q. Do you recall where and to whom you made those payments? A. I made most of the payments in Arms and Drury's office.

Q. Real estate office? A. On F street. I don't know where it is now. It is in the Le Droit Building, isn't it? Isn't Arms and Drury in the Le Droit Building?

Q. Yes. A. And once or twice—I think I paid perhaps more than twice, in the Columbia Bank.

Q. Mrs. Sprague, you sold this property, did you not? A. Yes, sir, I did.

Q. Do you recollect about when it was that you sold it? A. I sold it sometime in May, I think it was, 1903 or 1902. I sold it in May, 1902. This is 1903?

Q. You are speaking merely from recollection? You don't recall the exact date? A. No, sir.

Q. Prior to selling this property, Mrs. Sprague, you may say whether or not Mr. Jerome A. Johnson called at the house to look

over the property? A. Yes, sir, he called with his wife to 46 look over the house and said that he had learned that we wanted to sell and he said he knew of a party who wanted to

buy it. He said he thought he could get a party who would buy it, but I did not see them for several days afterwards because I was not in the city.

Q. Where did the sale take place, or where was the sale consummated? A. At the corner of 8th, I think it was, and F streets.

Q. At whose office? A. Stone and Fairfax.

Q. Who was present at that sale? A. Mr. Sprague, my husband was there I know, and Mr. Bundy, the party who bought it, and Mr. Johnson, and I don't know whether it was Mr. Stone or Mr. Fairfax, and one or two others in the room. I don't know any thing about them.

Q. You may state what you received for the consideration of that sale? A. I think it was fifteen hundred dollars, I think they paid me.

Q. How was that paid, by cash or note or check? A. In notes. I mean in money—in cash.

Q. What we would call cash? A. Yes, sir.

Q. Who was present when that money was paid, Mrs. Sprague? A. Mr. Sprague was there and Mr. Bundy, the party who bought it in, and Mr. Johnson, I think was there at the time of the 47 paying of the money over, and I guess it was Mr. Stone or Mr. Fairfax. I don't know who it was, but it was one of the firm.

Q. What papers did you execute that day or sign? A. I don't remember signing any but the deed.

Q. We find of record a deed of trust executed on the same day as that conveyance by deed on your part conveying this property to Robert H.—conveying this property to David D. Stone and William H. Harris, and this deed recites that Robert H. Bundy is indebted to you, Rosetta D. Sprague, in the sum of twenty-five hundred dollars, and to secure that indebtedness they had executed a certain promissory note and also a deed of trust. Did Mr. Bundy at that time owe you twenty-five hundred dollars? A. Yes, sir.

Q. Did you receive any note at that time for twenty-five hundred dollars? A. No, sir, I never received any.

Q. You never received any note? A. No, sir.

Q. And he did not owe you any money? A. No, sir.

Q. Did any of those parties to that transaction at that time?

Mr. LAMBERT: I object to all testimony relative to the alleged statements in the deed of trust as being irrelevant and immaterial as far as my client is concerned, and it is not producing the best evidence.

Q. Did Mr. Robert H. Bundy at the time to which I have referred, June 1, 1903, owe you twenty-five hundred dollars? 48 A. No, sir.

Q. Did Mr. Jerome A. Johnson owe you twenty-five hundred dollars? A. No, sir.

Q. Did you receive a note at that time for twenty-five hundred dollars secured upon that property? A. No, sir, I did not receive any note.

Mr. LAMBERT: Same objection to all of this.

Q. And you never received any such note? A. I don't know anything about it.

Q. You don't know anything about it? A. No, sir.

Q. Did you sign or endorse a note at that time for twenty-five hundred dollars? A. I don't remember of doing any signing whatever except in passing the property over to Mr. Bundy and receiving the money or cash for it.

Q. How much cash did you receive? A. I think it was about fifteen hundred dollars. In fact I don't remember quite. I think that was it. I know it was a little over. Of course, I wanted a little advance on it.

Q. Was that fifteen hundred dollars which you received the full value of the property? A. No, sir. I received that for my equity in it. I considered that my equity in it.

Q. In other words, they took the title—— A. The balance of the indebtedness was on that. I suppose they assumed that as I did.

Q. They assumed the two trusts you have referred to? A. Yes, sir.

Q. One for thirty-five hundred dollars and one for a thousand dollars, or the balance which remained unpaid of those trusts? A. Yes, sir.

Cross-examination.

By Mr. LAMBERT:

Q. How much was the purchase price that you agreed upon with Mr. Bundy? A. I don't remember. I think I received fifteen hundred dollars.

Q. That was for your equity? A. Yes, sir.

Q. Do you remember how much encumbrance was on the property at the time you sold it? A. There was thirty-five hundred dollars, but, of course, I had reduced the thousand dollars. I don't remember how much or how many notes I did take up on that.

Q. There was somewhere between twenty-five and thirty-five hundred dollars due on the mortgage, is that it? A. As I remember it.

Q. You say there was twenty-five hundred dollars on the first trust? A. Thirty-five hundred.

Q. I understood you to say there were two trusts? A. One for thirty-five hundred dollars.

Q. One for thirty-five hundred dollars and another one for a thousand dollars. A. Yes, sir.

Q. Then there was forty-five hundred dollars on it? A. Yes, sir; when I bought it, but then, of course, I had reduced it some.

Q. You had not paid any on the thirty-five hundred dollars? A. No, sir. that was to run for a number of years. I think it was three years or five years, I have forgotten which.

Q. At the time you made this sale to Mr. Bundy you had not paid anything yourself on this thirty-five hundred dollars, had you? A. No, sir.

Q. You had, however, paid a good deal on the thousand dollars?
A. Yes, sir.

Q. So that there was somewhere between thirty-five hundred dollars and forty-five hundred dollars due on it at the time you sold it to Mr. Bundy? A. I think that is about it. I cannot calculate it.

Q. And you sold it to him subject to what was on it and fifteen hundred dollars in cash, is that it? A. Yes, sir.

Q. And you sold the house for how much altogether, do you remember? A. No, sir, I do not. I don't remember exactly 51 how I calculated it. I calculated any way—I wanted a little increase, as I was selling on my investment you know, and then I wanted of course to get back the amount I had put in it.

Q. If you had not paid anything on that thousand dollars you would have been selling for six thousand dollars? A. I suppose so.

Q. So that what you received for the property was something between five and six thousand dollars? A. I suppose that would be it.

Q. You have no definite recollection of exactly what papers you signed at that time at Stone and Fairfax's, have you? A. No, sir, I have not excepting the paper that would convey the property to Mr. Bundy.

Q. You signed such papers as they said were necessary to convey the property? A. Yes, sir, necessary for a conveyance of the property.

Q. That has been sometime ago? A. Yes, sir, that was in 1902, I think.

Q. You relied upon them to put it through just as they told you? A. Yes, sir, of course, they read the deed to me—the conveyance deed and I signed that, and I don't recollect of any other signatures that I may have made at all.

Q. You may have signed other papers? A. I might have, but I don't recollect now anything about it.

52 Redirect examination.

By Mr. LAMBERT:

Q. Are you familiar with deeds, Mrs. Sprague? A. I used to be. I was for a time employed in the Recorder's Office and I used to think I knew a little something about deeds.

Q. As copyist there? A. Yes, sir, as copyist.

Q. And your father was Recorder of Deeds? A. He was Recorder at that time; yes, sir.

Q. You were familiar with the forms of deeds and deeds of trust and so on? A. Yes, sir, I knew something of them.

Q. How long did you work there? A. I was there about five years I guess.

Q. You say your best recollection is that the only thing you signed on this occasion was a deed? A. Was a deed for the property to Mr. Bundy.

Q. Did you sign a note? A. I never signed a note. I haven't any recollection of signing any note.

Q. You are familiar with notes and transactions of this kind? A. Yes, sir. I don't remember of signing any note.

Recross-examination.

By Mr. RICHARDSON:

53 Q. You know what it is to simply endorse a note for the purpose of carrying the title without any liability? A. Well, I don't know as I know—what do you mean? Just for a friend or something of that kind?

Q. I don't mean that. I mean if you have a note made out in your name you are familiar with the method or how to transfer that without assuming any liability yourself, are you not? A. Well, I don't know as I do. I thought if I endorsed a note I was liable for if you did not pay that. If that note was not paid I would have to pay it. It would fall back on me.

Q. Don't you know that you can endorse a note without any liability at all if you state so on the back of it? A. I do not. I am not familiar with that.

Q. You are not familiar with that part of it? A. No, sir.

Q. As a matter of fact you signed such papers as they asked you to sign to put through this transaction? A. Yes, sir, to make the transaction.

Q. To make the conveyance? A. To make a conveyance of this property to Mr. Bundy.

Re-redirect examination.

By Mr. LAMBERT:

Q. Who first approached you in respect of the sale of the property? A. What do you mean?

54 Q. Who came to see you to talk about the purchase of the property? A. Mr. Bundy came. Mr. Johnson and his wife called. I think Mr. Sprague brought him there. He had said I wanted to sell and these parties had heard of it and told Mr. Sprague so. He told me afterwards that.

Mr. LAMBERT: One minute.

Q. Never mind what they said. Who was it? A. Mr. Johnson and his wife called to look at the property first. They were the first ones that came there to look at the property and there was talk about the sale of it to them at the time and they said they knew of a party who wanted to buy it, and several days after this party came on and went through the house.

Mr. LAMBERT: Who was this party?

A. Mr. Bundy they introduced me to. They introduced him to me as Mr. Bundy. Mr. Johnson came with him—came with Mr. Bundy and introduced him to me and the others made a sort of casual survey of the house, but this Mr. Bundy went everywhere.

Q. Did Mr. Johnson go with him? A. Yes, sir.

Q. And when he went everywhere Mr. Johnson also went everywhere through the house? A. Yes, sir.

Q. In what capacity was your husband acting in reference to the matter? A. Well, I don't know of any particular capacity ex-

55 cept he knew I wanted to sell and he had been talking it up to different parties down town here.

Q. Was your husband in the real estate business? A. He was.

Q. For whom was he acting in the transaction, if you know? A. I suppose he was acting for me.

Re-recross-examination.

By Mr. LAMBERT:

Q. You say when Mr. and Mrs. Johnson first came here they did not make very much of an investigation or inspection? A. No, sir, they just went into a casual survey.

Q. Just asked you whether you wanted to sell and told you that he had a party? A. Yes, sir, they had a party.

Q. Who would buy? A. Yes, sir.

Q. Then you say some days afterwards Mr. Bundy came with Mr. Johnson? A. Yes, sir.

Q. Mr. Bundy seemed to be particular about seeing the whole house? A. Yes, sir, he wanted to see the whole house.

Q. And asked you questions about it? A. Yes, sir.

Q. Seemed to be very much interested? A. Very much interested in it; yes, sir.

ROSETTA D. SPRAGUE.

56 Signed for the witness by me by consent and agreement of counsel this 22 day of November 1907.

EDWIN L. WILSON, *Examiner.*

Hereupon the further taking of testimony in this cause and on this behalf was adjourned subject to notice.

EDWIN L. WILSON, *Examiner.*

WASHINGTON, D. C., *January 18, 1906,*
Thursday at 2.30 p. m.

Met pursuant to agreement of counsel at the same place for the purpose of taking additional testimony for and on behalf of the complainants.

Present: Mr. M. N. Richardson for the complainants; Mr. W. J. Lambert for the defendant Johnson; Mr. James A. Cobb for the defendant Sprague; examiner and witnesses.

Whereupon JEROME A. JOHNSON, one of the defendants, produced as a witness on behalf of the complainants, and being duly sworn according to law, testified as follows:

By Mr. RICHARDSON:

57 Q. Please state your name, your age and your residence?

A. I don't know how old I am really. I was born about '48 or '49—probably '50. I am about fifty-five or fifty-six years probably. 1528—15th street is where I am living now.

Q. How long have you lived there? A. About two years and a half.

Q. What is your occupation? A. I am now a clerk.

Q. Where? A. Treasury.

Q. Do you know a man by the name of Robert H. Bundy? A. Yes, sir.

Q. Where does he live? A. He lives in New York city.

Q. What is his address there? A. I don't know. My wife can tell you that—Fifty-third street. She will tell you about that. It is fifty-second or third street. However, that is easily ascertained.

Q. I am asking for your knowledge. A. I cannot give—can I get the correct address from her?

Q. No, sir.

Mr. LAMBERT: Just answer it the best you can.

WITNESS: Fifty-third and Sixth Avenue. Fifty-third street near Sixth Avenue.

Q. Of your own knowledge how long has he lived there? A. I don't know. About fifty years probably.

58 Q. Fifty years? A. He has been in business there forty years.

Q. Is he related to you? A. No, sir.

Q. Is he related to your wife? A. Yes, sir.

Q. What relation? A. I don't know. Uncle or cousin.

Q. What is his business? A. He is hair dresser and barber. Barber carrying on business for himself.

Q. As far as you know has he ever lived in Washington? A. No, sir, I think not permanently.

Q. Did he ever live here at all? A. He comes and goes all the time and sees his relatives—my wife's father and brother.

Q. Did he live in New York on the first day of June, 1900? A. He has been living there consecutively for forty years—probably fifty.

Q. Have you seen him in Washington since June, 1900? A. He was at the McKinley Inauguration. I don't think he was at the Roosevelt Inauguration. They always stop with us. Always have.

Q. My question was has he been in Washington to your knowledge since June 1st, 1900? A. Yes, sir, certainly he has been here.

Q. When? A. Since June 1st, 1900?

59 Q. When? A. I don't know just the date.

Q. How often? A. I don't know.

Q. You know that he was here about June 1, 1900? A. I don't know about that time. He was here often. He was a man of means and man of leisure.

Mr. RICHARDSON: I did not ask you that and I move that the answer in so far as it is not responsive to the question be stricken out.

WITNESS: I am not very accurate on dates. I can refresh my memory and tell you some other time just when he was here.

Q. Have you any knowledge of him having been here since June 1st, 1900? A. Yes, sir, he has been here.

Q. When? A. I think he was here during the McKinley or the Roosevelt Inauguration. I think he was here during the McKinley Inauguration.

Q. You mean to say that he was here at some Inauguration? A. Yes, sir.

Q. How long did he stay here on that occasion? A. He stayed here—I don't know—he stays sometimes a week and sometimes four or five days. Sometimes two weeks; just as he feels like it. Just as he was inclined.

Q. I am not asking you what he was inclined or what he might or might not do. I am asking you as a matter of fact if he ever was in Washington since June, 1900. A. Certainly.

Q. Now I ask you when? A. Mr. Bundy has been here since—several times since 1900.

Q. When? A. He comes on Christmas and he comes Inauguration.

Q. Can you fix any definite date? A. No, sir, I cannot. I would not. I would give it if I could.

Q. Have you received any communication from him? A. I?

Q. Or written to him since June? A. I?

Q. Yes, sir. A. No, sir, I did not. My wife corresponds with him all the time.

Q. As a matter of fact you have not received any letters? A. My wife receives letters.

Q. I am asking you as to what you have received. A. No, sir. I do not correspond at all.

Q. In June, 1900, did you have a bank account to any extent in the District of Columbia or elsewhere? A. I have had bank accounts for fifty years.

Q. In the District of Columbia? A. Yes, sir, right here.

Q. State where you had a bank account in June, 1900? A. I had a bank account in Cook and Company and that 61 failed.

Q. I am not asking you about 1873. I am asking you about 1900. A. Rittenhouse, Fane and Company which failed. Mayes and Company that failed and this Capital Saving- Bank that failed, and after the failure of the Capital Saving- Bank I opened an account in the Second National.

Q. In June, 1900, did you have an account with the Second National? A. Yes, sir, I presume so. The transcripts will show that.

Q. Have you a bank account? A. No, sir. When I closed out my account they took my bank book.

Q. When did they close out your account at the Second National? A. About 1902 probably. I know it was after the Capital Savings Bank failed I opened an account with the Second National and then when they commenced to file suits against me, of course, I closed out my bank account there. The transcript will show that. I would be glad to get it if they—

Q. Where is your bank book? A. It is with the Second National if they have not destroyed it.

Q. You turned it in? A. Yes, sir.

Q. Did you open any other account with them after that?
62 A. No, sir.

Q. Or with any other bank? A. No, sir, I did not open any account with any other bank. I would not do that when the boys are after me so hot. I could not do that very well. I am a big fool, but I could not do that very well.

Q. In June, 1900, did you have a safe depository anywhere? A. No, sir.

Q. Or since that time? A. No, sir indeed.

Q. Did you receive back your checks when your bank account was settled? A. Yes, sir.

Q. What has become of that? A. I don't know. I hunted for them when I got this summons last night. I don't know what became of them. I have no idea in the world. I can tell you if you can get a transcript from them. They are nice people over there. I have nothing to conceal.

Q. Where have you lived since June, 1900? A. We lived for thirty years in K street and then moved to 1528 sometime—I am not accurate on dates. We moved to 1528. We lived at two places in the last thirty or forty years—1739 K street and then 1528—15th street.

Q. And you have been living there ever since? A. Yes, sir.

Q. Do you recall the date when you went there to live?
63 A. No, sir. It was in 1903 probably or somewhere in 1903. We have been there about two years and a half.

Q. Didn't you move there— A. About June I think it was. It was in summer.

Q. Did you not move there in June, 1900? A. No, sir, I have not been living there five or six years. I have been there about two years and a half. No, sir, we have only been there about two years and a half.

Q. Was it June, 1903, then when you moved there? A. I think so. I have not been there over two years and a half, or three years hardly.

Q. It appears that on or about June 1st, 1903, a deed purporting to convey lot 36, square 194, was recorded in liber 2736, folio 286, of the land records of the District of Columbia, and it appears that that deed was executed by Rosetta D. Sprague. A. Yes, sir, that is right.

Q. And the deed purports to convey to Robert H. Bundy as grantee house and premises 1528—15th street? A. Yes, sir.

Q. Is that deed in your possession? A. It is in my wife's. It has been recorded and she has got the copy of it, of course. She must have it.

Q. I asked you if it is in your possession? A. No, sir, of course not.

Q. Do you know where it is? The deed I am speaking of, the actual deed.

MR. LAMBERT: If you know personally.

A. No, sir, I do not know where it is.

64 Q. Has it ever been in your possession? A. Except as agent for my wife. I had it once or twice.

Mr. RICHARDSON: I have not asked you in respect of that and that answer is not responsive to the question. I move to strike it out.

Mr. LAMBERT: I think it is responsive.

Mr. RICHARDSON: I am asking as to the fact whether or not that deed has ever been in your possession?

Mr. LAMBERT: He has answered it.

Mr. RICHARDSON: Let him answer it again.

WITNESS: Do you mean to carry it around in my pocket?

Q. In your possession. A. Yes, sir, all my wife's papers have been in my hands.

Q. I have not asked about all your wife's papers. Has that deed been in your possession? That is what I am asking you about.

A. I think I went to the Recorder's Office for my wife and taken it there. Is that satisfactory?

Q. You received back that deed from the office of the Recorder of Deeds? A. I think so.

Q. That is also true in respect of the deed of trust or in respect of a note for twenty-five hundred dollars you received back of the deed of trust from the office of the Recorder of Deeds? A. If I did so I did it as agent of my wife.

Q. I am not asking you in what capacity you did it. A. I think so. I attend to all her business.

65 MR. RICHARDSON: I move to strike out the answer of the witness as not responsive to the question.

Mr. LAMBERT: I object.

WITNESS: I attend to her business. Practically all of it. She has got absolute confidence in me if the bank people haven't.

Q. I am not asking you about that. A. All right.

Q. Now, Mr. Johnson, I have called your attention to a deed and a deed of trust. When were these two deeds executed? A. I am unable to answer that. The records will show. You will have to refer to the records.

Q. Where were they executed? A. They were executed at—I don't know his last name—an old gentleman. I have forgotten his name.

Q. David D. Stone? A. Yes, sir.

Q. In his office. A. Yes, sir.

Q. Were you present at that time? A. Yes, sir.

Q. Who else? A. Bundy.

Q. Who else? A. Mrs. Sprague.

Q. Was Mrs. Sprague there? A. Of course.

66 Q. You are positive about that? A. Just as positive as that you are sitting there and your name is Richardson.

Q. Who else was present? A. Lot of people. White people—I don't know—fat man and a lean man and some other people there. I don't know who they were.

Q. At that meeting, Mr. Johnson, what was done with the twenty-five hundred dollar note. To whom was it given? A. What do you mean by that?

Q. To whom was it handed? A. Handed to Mrs. Sprague if I remember correctly by Stone. Stone did the business. I wish he were living now.

Q. What became of the note then? A. I think he gave it to Bundy.

Q. Who gave it to Bundy? A. I think Stone did, or he gave it to Mrs. Sprague. I don't remember now.

Q. Do you know where that note is now? A. Yes, sir, I believe I do.

Q. Where is it? A. I think it is in the hands of Mr. Bundy. I think so now. I won't say positively.

Q. Who was the maker of that note?

MR. LAMBERT: I object. The note is the best evidence and will speak for itself.

Q. When did that note go into the hands of Bundy? A. I don't know whether it is in the hands of Mr. Bundy. It may be in the hands of Mrs. Johnson.

Q. What is your best knowledge about that, or recollection? A. It is either in one or the other's hands.

Q. When did it go into the hands of one or the other? A. I don't know.

Q. Did it not go into the hands of one or the other of them on that day? A. The whole transaction was done that day. Whatever the business that was done was done by Mr. Stone and Bundy.

Q. And if that note ever went into the hands of Mr. Bundy or Mrs. Johnson it went into their hands on that day? A. It must have; yes, sir, or very soon thereafter.

Q. Have you the record title at present of any real or personal property? A. The record title of real or personal property of my own?

Q. Have you the record title of any real or personal property? A. I have the record title of property which I held and which was sold from me forty years before the negroes were emancipated—it belonged to my ancestors. For seventy-two years my great grandmother has been paying taxes in this District.

Q. I asked you if you have the record title of any real estate? A. I own myself?

Q. The record title of any real estate, You know what the record title is?

MR. LAMBERT: Have you got any real estate standing in your name at the present time?

A. I understand you now. The last piece was sold in 1750. I did not get ten cents out of it—forty-two years before the negroes were emancipated.

Q. There are some judgments against you? A. About eighty thousand dollars' worth I am told, more or less.

Q. It appears that by deed recorded in liber 2693, folio 373, on

the 5th day of December, 1902, you conveyed to Maggie Keagan for the stated consideration of three thousand dollars lot 9, in square 132. A. That is right.

Q. You received that three thousand dollars? A. Yes, less commissions and all that kind of thing.

Q. Where was that transaction consummated? A. Up at the title company.

Q. Which title company? A. I think it was the one that Wag-gaman belonged to, was the one that done my business. Columbia.

Q. Do you mean the District Title Company? A. Possibly.

Q. How was that money paid to you, by check or cash? A. By check, of course.

Q. Do you recall whose check? A. Yes, sir, certainly, that title company.

Q. The title company's check? A. Yes, sir, the title company's check. I got that money from the Metropolitan Bank I think it was.

69 Cross-examination.

By Mr. LAMBERT:

Q. I believe you stated you did not own any property at the present time? A. No, sir, none at all.

Mr. RICHARDSON: I object to the question, and move to strike out the answer on the ground that it is not responsive to anything asked on direct examination. Counsel confined his question directly to whether or not the witness had the record title of any property and did not ask him whether as a matter of fact he owned any property, especially refraining from so doing. The question is not germane to anything that was asked on direct examination, and it is objected to and counsel moves to strike out both the question and the answer.

Q. You stated I believe also that you did not own any interest in lot 36, in square 194? A. The place in which I live now?

Q. Yes, sir.

Mr. RICHARDSON: The question is objected to on the ground that no question was asked the witness on direct examination in respect of his ownership of lot 36, in square 194, and the question is not germane to anything asked on direct examination, and counsel can only ask such question by making the witness his own witness, and counsel for the complainant further says that this is not the proper time to make the witness his own witness and to introduce evidence, and for that reason counsel for complainant objects to the

70 question.

A. No, sir.

Q. Did you ever have any interest whatever in the property which I have just mentioned?

Mr. RICHARDSON: The question is objected to.

Mr. LAMBERT: We assume that you make the same objection.

A. No, sir.

Q. You never did have any interest in it?

Mr. RICHARDSON: Same objection and motion is made to strike out question and answer.

A. No, sir.

JEROME A. JOHNSON.

Signed for the witness by me by consent and agreement of counsel this 22nd day of November 1907.

EDWIN L. WILSON, *Examiner.*

Hereupon Mrs. ANNA M. JOHNSON, was called as a witness on behalf of the complainant.

Mr. LAMBERT: I object to Mrs. Johnson being sworn on her behalf and object to her being a witness in this case under section 1060 of the Code. If you want to use her you will have to certify the question up.

Mr. RICHARDSON: Swear her.

WITNESS: I refuse to testify.

Mr. RICHARDSON: Mrs. Johnson, do you refuse to testify
71 and do you refuse to be sworn?

Mrs. JOHNSON: Yes, sir.

Mr. RICHARDSON: That is all.

SAMUEL MADDOX, a witness produced for and — behalf of the complainant, and after being first duly sworn according to law, testified as follows:

By Mr. RICHARDSON:

Q. State your name and profession? A. Samuel Maddox; lawyer.

Q. I find by the records of our court that on February 13th, 1900, one Anna May —— executed a deed of trust to secure a note for Thirty-five hundred dollars payable to the order of Edward F. Cotterill. This deed of trust appears to be recorded in liber 2462, folio 233, of the land records of the District, and the property upon which this note appears to be secured is lot 36, square 134. I will ask you if you know who is the present owner and holder of that note? A. I am; that is rather, Mr. Parker W. Page of New York and myself have it as trustees.

Q. When did that note mature, if you know, Mr. Maddox? A. That note matured I think in 1904.

Q. 1905, isn't it? A. 1904 is my recollection. I am sure it is.
That is the way the trust reads. I have the trust before me.

72 Q. Isn't it a five years' note? A. It was made in 1900.
That is so. February, 1905. That is so.

Q. When was the last instalment of interest paid? A. The last instalment of interest was paid on the 7th day of August, 1905.

Q. How was that interest paid; that is, by check or cash or how? A. According to the memorandum in my office it was paid by Anna M. Johnson by check on the Second National Bank in this city.

By Mr. LAMBERT:

Q. What was that date? A. The 7th of August.

Q. What year? A. 1905.

By Mr. RICHARDSON:

Q. Was any consideration paid for the extension of the loan?
A. There was.

Q. How much? A. Thirty-five dollars.

Q. Do you know by whom that was paid? A. I do not. I remember when the note came due I wrote to R. H. Bundy of New York and told him that the note was due and if he wanted it extended I would procure such extension for a consideration of Thirty-five dollars, and in response to that Mr. Bundy paid me Thirty-five dollars on the 27th day of February, 1905. I have examined
73 my records and letters and cannot find that it came from New York, from which I gather—

Mr. LAMBERT: I object to that.

WITNESS: I also can find no trace of the Thirty-five dollar check, if it was paid in check. I only know that it was paid and paid in my office on the 27th of February.

Q. 1905? A. Yes, sir, 1905.

Q. That is all you know about it? A. I also know that the check for the payment of interest due on the 7th of February, 1905, was paid by check of Anna M. Johnson.

Q. On the same bank? A. I don't know about that. The records don't disclose whether it was the Second National or what bank.

Q. How much was the amount of the check? A. \$87.50 in each case.

Mr. RICHARDSON: That is all. Any cross examination?

Mr. LAMBERT: No, sir.

SAMUEL MADDOX.

Signed for the witness by me by consent and agreement of counsel this 22 day of November 1907.

EDWIN L. WILSON, *Examiner.*

Hereupon the further taking of testimony in this cause and on this behalf was adjourned until Monday, January 22nd, 1906, at three o'clock P. M., to meet at the same place.

EDWIN L. WILSON, *Examiner.*

74 WASHINGTON, D. C., *January 22nd, 1906,*

Monday, at 3 o'clock p. m.

Met pursuant to adjournment as next hereinbefore noted at the same place for the purpose of taking additional testimony for and on behalf of the complainant.

Present: Mr. M. N. Richardson for the complainant; Mr. James A. Cobb for the defendant; No appearance for the defendant Johnson; examiner and witnesses.

After waiting fifteen minutes for the appearance of Mr. Lambert the following testimony was taken.

MARTIN T. DRYDEN, a witness produced for and on behalf of the complainant-, and after being duly sworn according to law, testified as follows:

By Mr. RICHARDSON:

Q. Mr. Dryden, state your name, residence and occupation? A. Martin T. Dryden; 218 6th street, Northeast, city of Washington; settlement clerk for the District Title Insurance Company.

Q. State whether or not you have produced under *subpæna duces tecum* the check showing the settlement of a transaction in connection with the sale of lot 9, square 132, in the city of Washington, District of Columbia, wherein J. A. Johnson was the grantor and

75 Michael Keagan was grantee, about the 5th of December, 1902? A. Yes, sir. I have the check here which was paid Mr.

Johnson on the 9th of December, 1902, for the proceeds of the sale of that lot 9, square 132.

Q. Will you produce that check? A. Yes, sir.

Q. Where was that check cashed? A. From the face of it there it seems it was cashed at the bank on which it was drawn.

Q. What bank? A. National Metropolitan Bank. I notice the stamp on the front there in purple ink which is marked "paid" by the bank in question on which it was drawn, and there being no other endorsement on it—on the back of it it is naturally supposed it was cashed by the bank.

Q. Paid, December 11th, 1902? A. Yes, sir.

Mr. RICHARDSON: I will ask the Examiner to make a copy of that check and in order that the original may be returned to the party producing it, and I offer to produce the original at the hearing of the cause if required.

Said check is in words and figures following, to wit:

No. 174. The District Title Insurance Company.

WASHINGTON, D. C., Dec. 9th, 1902.

Pay to the order of Jerome A. Johnson Seventy-eight hundred and ninety-seven and 69/100 Dollars.

To the National Metropolitan Bank.

THE DISTRICT TITLE INSURANCE
COMPANY, *Trustee*,

\$2897.69. By W. J. NEWTON, *President*.

76 In the left hand corner: Countersigned, George H. O'Conor, Secretary.

Endorsed: Jerome A. Johnson.

Perforation: Paid.

Marked across the face: "Paid, Dec. 11, 1902."

MARTIN T. DRYDEN.

Signed for the witness by me by consent and agreement of counsel this 22 day of November 1907.

EDWIN L. WILSON, *Examiner*.

F. B. STEVENS, a witness produced for and on behalf of the complainant-, and after being first duly sworn according to law, testified as follows:

By Mr. RICHARDSON:

Q. State your name, residence and occupation. A. F. B. Stevens; 1016 13th street, Northwest; clerk in the Second National Bank.

Q. State whether or not you have produced in accordance with the *subpœna duces tecum* a statement of the bank record of the account of Mr. Jerome A. Johnson? A. Your subpœna calls for November 2nd up to the present date, but the account was not opened until January or December, I think. The account was not opened until January 19th, 1903. Of course, this statement is a true statement of our ledger.

Q. That was what date? A. From January 19th, 1903,
77 until March 31st, 1904. That was the date it was opened and
the date it was closed. I think your subpœna was from No-
vember.

Q. Of course you could not produce what did not exist. What year it was opened? A. 1903.

Q. I see here a reference to Haynes. Can you tell me what that was? A. They were collections that were put in there. Notes.

Q. Notes due to whom? A. To Jerome A. Johnson.

Q. By Mr. Haynes? A. Whether they were given directly to him I don't know, but they were notes put in for collection by Mr. Johnson given by Mr. Haynes.

Q. Can you tell how this account of Mr. Jerome A. Johnson was closed? A. How it was closed?

Q. Yes, sir. A. Yes, sir; by two checks. What is the amount of them there. Two checks, one for \$230.47. Do you want to — whom they were drawn?

Q. Yes, sir. A. Drawn to the order of Anna M. Johnson, and the check for \$51.21 to Anna M. Johnson or bearer.

Q. Can you tell whether those checks were deposited to her credit?
78 A. Yes, sir, they were. They came in through the Receiv-
ing Teller. Deposited to Anna M. Johnson.

Q. She has an account there? A. Yes, sir, she has an account with us.

Mr. RICHARDSON: I will ask the Examiner to make a copy of these two checks.

Said checks are in words and figures following, to wit:

WASHINGTON, D. C., M'ch 18th, 1904.

Second National Bank

Pay to the order of Annie M. Johnson Two hundred and Thirty and 47/100 Dollars.

\$230.47.

JEROME A. JOHNSON.

Endorsed: Deposit to the credit of Annie M. Johnson.

Perforation: Paid.

Stamp on face: Second Nat'l Bank, Paid, Mar. 18, 1904, Washington D. C.

WASHINGTON, D. C., *Mch* 31, 1904.

Second National Bank

— Annie M. Johnson or Bearer Fifty-one 21/100 Dollars.

\$51.21/100.

JEROME A. JOHNSON.

Perforation: Paid.

Stamp on face: Second National Bank. Paid, Mar. 31, 1904, Washington, D. C.

No endorsements.

Q. Have you his deposit or pass book? A. Now, I suppose—I will not—I cannot say for certain. I never noticed any in
79 the files. When these things are left to be balanced he would call for it. I cannot state whether he has it or not.

Q. Now state whether or not these two sheets which you have produced are true and accurate copies taken from the ledger. A. Yes, sir.

Mr. RICHARDSON: I offer these statements in evidence and ask that they be marked as complainants' exhibits A and B. I will produce the checks which have been copied into the record at the hearing if required.

F. B. STEVENS.

Signed for the witness by me by consent and agreement of counsel this 22 day of November 1907.

EDWIN L. WILSON, *Examiner.*

Hereupon the further taking of testimony in this cause and on this behalf was adjourned subject to notice or agreement of counsel.

EDWIN L. WILSON, *Examiner.*

80 In the Supreme Court of the District of Columbia.

Equity. No. 24729.

IRA T. BRYANT ET AL.

vs.

JEROME A. JOHNSON ET AL.

Take notice that on Thursday, the 31st day of October, 1907, at one (1) o'clock P. M., at the law offices of Mr. Mason N. Richardson, Fendall Building, the complainants in the above entitled cause will continue the taking of testimony on their behalf before me.

You are invited to be present and take such action as you may be advised.

EDWIN L. WILSON, *Examiner.*

To Wilton J. Lambert, Esq., Attorney for Defendants.

Copy of above notice served on counsel for the defendants this 28th day of October, 1907.

EDWIN L. WILSON, *Examiner.*

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WASHINGTON, D. C., *October 31st, 1907.*

Met pursuant to notice hereto attached at one o'clock P. M. at the law offices of Mason N. Richardson, Esq., Fendall Building, for the purpose of taking additional testimony on behalf of the complainants.

Present: Mr. Mason N. Richardson and Mr. James A. Cobb for the complainants; Mr. Wilton J. Lambert for the defendants; Examiner and Defendants in person.

Whereupon ANNIE M. JOHNSON, one of the defendants, was recalled, and — duly sworn, testified as follows:

By Mr. RICHARDSON:

Q. Mrs. Johnson, you have been summoned to produce certain papers here. Did you produce them? A. Yes, sir.

Q. Will you produce them? A. Yes, sir.

(Witness hands counsel certain papers.)

Q. Among the papers you have handed me, Mrs. Johnson, I find a deed from Rosetta D. Sprague to Robert H. Bundy, dated the first day of June, 1903. You may state whether or not you were present when that deed was drawn? A. I was not.

82 Q. Do you know who was present? A. No, sir.

Q. Do you know who drew this deed? A. I was not present. I do not know who drew the deed.

Q. Do you know in whose hand writing the deed is? A. No, sir.

Q. Do you know from whom the person who drew the deed got his information with which to draw the deed? A. No, sir.

Q. Who was Robert H. Bundy? A. My cousin.

Q. On the first day of June how long had he been in the city of Washington? A. I think he came to Washington the night before.

Q. Where was his residence? A. New York.

Q. Had he always lived in New York? A. He had lived there since I was a little girl. Quite a number of years. I do not know how long. It was a very long while.

Q. That was his home? A. Yes, sir; that was his home.

Q. And his home until he died? A. Until he died.

Q. When did he die? A. He has been dead over a year. I cannot just remember. It has been over a year.

Q. This deed states that Robert H. Bundy is of the city of
83 Washington, District of Columbia. That was not his resi-
dence at that time? A. Not at that time. He had lived in
Washington years ago, but that was not his residence at that time.

Q. Who, if you know, told the person who drew the deed that
Washington, D. C. was his residence? A. I do not know.

Q. Do you know how much money was paid to Mrs. Sprague at
the time this deed was delivered? A. \$1,700.00.

Q. You were not present? A. I was not present.

Q. Was it paid to her by check or in cash? A. In cash.

Q. After this deed had been delivered and executed at Mr. Stone's
office when did you first see it after that? A. I saw it the same day.

Q. Where did you see it? A. At my home.

Q. What became of it then? A. I took it and put it away after
it was given to me.

Q. After you took it and put it away how long did you keep it?
A. Kept it possibly two years or more.

Q. You did not record it? A. I did not record it right away.

Q. I am speaking of the deed now from Rosetta D. Sprague to
Robert H. Bundy? A. Oh, I do not know. I just took it
84 and put it away. I do not know that I have ever taken it
out and looked at it until you sent for the papers today.

Q. And that deed, you say you got it the same day that it was
executed?

Mr. LAMBERT: There are two deeds; one deed that was given to
Mr. Bundy and the other deed that was given by Mr. Bundy to you.

A. The one I got the same day it was executed is the one that Mr.
Bundy gave to me.

Q. I am not speaking of that deed. I am speaking of the deed
from Rosetta D. Sprague to Robert H. Bundy. A. Oh! Bundy
sent that to me afterwards.

Q. You did not get it, then, the same day? A. I did not get that
deed the same day.

Q. How soon after it was executed did you get the deed from
Rosetta D. Sprague to Robert H. Bundy? A. I cannot remember
just the time.

Q. You say that Bundy sent you that deed? A. He sent me that
deed.

Q. Who recorded that deed? A. I do not know. Bundy has
been here one or two times since. I do not know but what I had
him get it. I can not remember.

Q. Don't you know that your husband recorded that deed and
your husband got it from the record and gave it to you? A. I don't
know.

Q. Will you say whether that is so or not? A. I cannot re-
member.

85 Mr. LAMBERT: The records will show.

A. I cannot remember.

Q. I am asking you for your recollection. A. I cannot remember
whether my husband recorded the deed and gave it to me or not.

Q. As a matter of fact you did not record it? A. No, sir.

Q. And you did not get it from the record? A. No, sir.

Q. I call your attention, Mrs. Johnson, to a deed of trust from Robert H. Bundy to David D. Stone and William H. Haynes, and the note secured thereby for Twenty-five hundred dollars. Do you know who drew that deed of trust and that note? A. I was not present when it was drawn.

Q. The note being to Rosetta D. Sprague for Twenty-five hundred dollars. You were not present? A. I was not present.

Q. Do you know who instructed that to be drawn? A. I do not know.

Q. And that note to be given? A. I do not know.

Q. Where has this deed of trust been since it was executed? A. Why, it has been in my possession for some little time.

Q. Did you record it? A. No, sir, I did not.

86 Q. Did you get it from the record? A. No, sir.

Q. How long have you had this twenty-five hundred dollar note? A. I do not know.

Q. Was that delivered to you the same day that— A. Yes, sir, I got that the same time, but I do not remember how long I have had it or anything about it.

Q. You have never had this trust released, have you? A. That note to Mrs. Sprague—I do not know what that was. It was something that Bundy tried to explain, but I never understood it and I don't understand it now.

Q. That note is marked canceled? A. Yes, sir.

Q. You never paid that note? A. No, sir. I don't know anything about that note. I do not know why it was made. I never could understand it, and I don't understand it now.

Q. You had nothing to do— A. I had nothing to do with it.

Q. (continued). With the terms in respect of the making of it? A. I did not.

Q. Still you hold the canceled note? A. Yes, sir.

Q. And you have had the canceled note for some time? A. I have had it for some time.

Q. And you never had the trust released? That is a fact, is it not? A. I never had anything to do with it, sir.

87 Q. You did not record that deed of trust yourself? A. No, sir.

Q. You do not know who recorded it? A. I do not, sir.

Q. Who gave you the deed of trust after it had been placed on record? A. That one? (Indicating.)

Q. Yes. A. Isn't that the one from Rosetta D. Sprague to Bundy?

Q. No, this is the deed from Robert H. Bundy to trustees to secure Rosetta D. Sprague twenty-five hundred dollars. Now, my question is who got that deed of trust from the record and gave it to you? A. Bundy. Bundy gave me all those papers.

Q. Are you sure that Bundy got this paper from the record? A. Bundy got it.

By Mr. LAMBERT:

Q. Were you present? A. No, sir.

Q. You do not know he got it from the record? A. I do not know who got it from the record. I only know that Bundy gave it to me. I was not present when any of that business was transacted.

By Mr. RICHARDSON:

Q. I call your attention to the deed from Robert H. Bundy to Annie M. Johnson, all of these deeds conveying the same 88 property. This deed is also dated the first day of June, 1903, and I will ask you where and when you got that deed? A. I got that deed the same day it was made.

Q. The same day it was dated? A. It was dated.

Q. Who brought you that deed? A. Bundy.

Q. When did you record this deed?

Mr. LAMBERT: Objected to. The record shows that.

A. I do not know. Not so very long ago.

Q. Did you not record this deed on the 27th day of April, 1907? A. Well, it may have been. I do not remember the date. I do not know.

Q. It was about that time, was it not? A. Possibly so.

Q. Was it not just shortly after your husband had been examined before the Referee in Bankruptcy? A. I do not remember when he was examined. I do not know that I know.

Q. Don't you know that he was examined last spring, sometime in April, before the Referee in Bankruptcy? A. Yes, sir, I remember it. He told me.

Q. About the 27th of April? A. I do not remember anything about the date. It may possibly have been near the time that the deed was recorded.

Q. This deed, you think, was recorded shortly after he was examined before the Referee in Bankruptcy? A. The record 89 will show. I cannot tell you anything about dates.

Q. But you do know when he was examined? A. Yes, sir, he told me. I do not remember anything about the dates. I just remember that there was such a transaction.

Q. You got this Bundy deed, did you, from the record yourself? A. I did not get it myself. I sent for it. I had it brought to me.

Q. Whom did you send to get it? A. A boy there in the neighborhood who did my errands.

Q. What boy? What is his name? A. His name is McDuffie.

Q. Has your husband, Mr. Johnson, ever had in his possession or custody or access to these papers which you have produced, since you have had them? A. Yes, sir.

Q. For what purpose? A. None other than where he can see them if he wants. They were where we kept all the private papers, in a box.

Q. Where did you keep it? A. In a box up in the room under

lock and key. It is a box in which we kept anything of any consequence.

Q. Did you at any time talk with your husband in respect of what he had testified to before the referee in Bankruptcy. A. I have not.

90 Q. He told you that he had testified there, however? A. I remember the time. I knew he had to come and testify, and that is about all I know about it.

Q. On June 3rd, 1903, how much trust was there on this property besides the twenty-five hundred dollar note drawn to the order of Mrs. Sprague? A. I do not remember. I do not remember.

Q. How much trust is there on there now unrecorded? A. I could not tell you that either.

Q. Why couldn't you tell that? A. Because I don't know. I do not know.

Q. Is there a trust on there of thirty-five hundred dollars? A. I do not know, sir.

Q. Is there a trust on there of twenty-five hundred dollars in addition to the Thirty-five hundred dollars? A. I do not really know.

Q. Is there an unreleased trust on there of a thousand dollars? A. There is evidently a thousand dollars more to be paid, but I could not tell you how much more.

Q. What is the value of the property, if you know? A. I don't know. I could not tell you. I do not know, sir.

Q. Have you paid any interest on the property? A. I have.

Q. When did you begin to pay the interest? A. I began to pay the interest pretty soon after I moved into the place.

91 Q. When did you move into it? A. In June, the same month, I think, or in July, 1903.

Q. How did you pay the interest, by cash or by check? A. Sometimes I paid by cash and sometimes I paid by check.

Q. Did you have a bank account anywhere then? A. I have had a bank account.

Q. When did you open a bank account? A. I opened a bank account possibly two years ago. Sometimes I have a small bank account and sometimes I overdraw my bank account. It is just as my business takes it.

Q. You say seventeen hundred dollars were paid at the time the title was taken in the name of Bundy? A. Yes, sir.

Q. Where did that money come from? A. It came from the Security Company.

Q. From the American Security and Trust Company? A. I think that is where it was.

Q. Who got it from there? A. My husband.

Q. When? A. He got it the day before that transaction was made.

Q. Did he not get it that very same day? A. I don't think so. I got it that morning. I think I got it that morning. I did not get it, understand me, from the trust company myself because I

could not. It was my money, but I could not get it and he got it for me. He brought it to me.

92 Mr. RICHARDSON: The statement of the witness that it was her own money I move to strike out because it is not responsive to the question asked her.

Mr. LAMBERT: I object to anything being stricken out.

WITNESS: I got it that morning from *by* husband.

Q. Where did he get it from?

Mr. LAMBERT: If you know.

A. I judge he got it. I do not know where he got it from.

Q. Was it in cash or check? A. When he brought it to me?

Q. Yes. A. Cash.

Q. When he gave it to you, what did you do with it? A. I gave it to Bundy.

Q. What did Bundy do with it? A. He went down and made this payment on this piece of property for me.

Q. Why was the deed taken in the name of Bundy? A. Because I was in litigation at that time. There was no judgment against me.

Q. You thought there was a judgment against you? A. No, sir, because I would not have put my money in that place. I had confidence in lawyer Darlington. I went to work and made that purchase. I had that money and I thought it was a good chance to use it and that is why I did it.

Q. Why was the title taken in Bundy's name? A. Because if I had lost the case I would have allowed Bundy to hold the 93 property.

Q. For what reason? A. Because I would rather him to have it than lost it.

Q. In other words, you did that to prevent your creditors from getting the property? A. I did not feel that I would lose it because I had every confidence in lawyer Darlington. I did it as a matter of protection.

Q. In other words, so that your creditors might not get it?

Mr. LAMBERT: I object to the cross examination of the witness

Q. What do you mean by saying you did it as a matter of protection? A. To protect myself?

Q. From what? A. I did not know what might come or what might not come in any way, shape or form.

Q. Do you know why your husband brought you the cash instead of giving you a check for seventeen hundred dollars? A. I do not know why he did it.

Q. Did you have a bank account at that time? A. I did not.

Q. What were the expenses of recording these various papers? A. I do not know.

Q. Do you know whether any of that was taken out of the seventeen hundred dollars? A. No, sir.

94 Q. Did you ever know? A. I have never known.

Q. You don't know whether seventeen hundred dollars was paid to Mrs. Sprague or not? A. Seventeen hundred dollars was

paid to Mrs. Sprague. That is what I gave to Bundy. If there were any additional expenses he paid it.

Q. Nobody ever told you about any additional expenses? A. No, sir.

Q. You yourself never paid for the recording of the deeds? A. No, sir, nothing but this last deed from Bundy to me. The one that was recorded last I paid for, but nothing else.

Q. When did your husband buy lot 9, in square 132? A. I do not know. He began buying that lot long before we were married and just fooled time away and did not pay for it—possibly thirty-three or four years go. Thirty-three years possibly ago he began buying that place.

Q. That property, then, had been conveyed to him before you were married to him? A. It was in his name before we were married.

Q. When were you married? A. We have been married twenty-nine years.

Q. He had taken the title to that lot in his name before—— A. Before we were married.

95 Q. And he always retained title to that lot in his name? A. Yes, sir.

Q. When did he sell that lot? A. I cannot tell. I do not just remember when that lot was sold.

Q. You know that it was sold? A. I know that it was sold.

Q. Did he not give you some money at the time it was sold? A. I did not take it. It was promised to me, and that was the money I used because I helped to pay for that lot.

Q. He promised to give you some money at the time that lot was sold? A. He promised to give me some money at the time that lot was sold or I never would have signed the papers.

Q. How much did he promise to give you? A. He promised me a half and then I had my dower interest in it. I worked very hard to help him to pay for that place.

Q. What did it sell for? A. I think it was three thousand dollars or thirty-two hundred dollars.

Q. What were the expenses to come out, do you know? A. No, sir.

Q. Do you know whether or not there had been a trust of a thousand dollars on that lot just prior to that time? A. I do not know.

96 Q. Do you know where he got the thousand dollars to release that trust? A. I do not know.

Q. Do you know how much he got net out of that sale of that lot 9, square 132? A. No, sir.

Q. And you say he promised to give you a half of that? A. Yes, sir.

Q. And you say he gave you nothing at the time? A. No, sir, he didn't give me anything at the time.

Q. Do you know what he did with the money—the net money? A. No, sir.

Q. Don't you know that he deposited that money in the American Security and Trust Company? A. I do not know that he did. I never went with him to deposit it.

Q. Did he not at the time you signed that deed give you three or four hundred dollars for signing the deed? A. No, sir.

Q. That sale was made on about December 5th, 1902, was it not? A. I do not know.

Q. At all events he did not fulfill his promise to give you any of that money until this transaction you speak of on the 1st of June, 1903? A. I did not want it. I did not ask him for it. I could have had it, but I had no particular need for it at 97 that time. I just let him put it away. I didn't take it in my own hands, but I knew it was my money. I did not use it and did not ask for it.

Q. You had a bank account between December 5th, 1902, and June 1st, 1903, didn't you? A. No, sir, I never have had a bank account until the last two or three years—a small bank account.

Q. Didn't you open a bank account in the Central National Bank on 7th street? A. I don't remember of having a bank account there.

Q. You did not have any bank account in the Second National Bank? A. Yes, sir, I have had a bank account in the Second National Bank.

Q. That is the bank I am speaking of.

Mr. LAMBERT: You said Central National Bank.

A. That is up on 7th street?

Q. Up on 7th street, yes. A. I have had a bank account at the Second National Bank.

Q. When did you open that bank account? A. The last two or three years. What little banking business I do I do there.

Q. Did you not open a bank account there about March 31st, 1904? A. No, sir, I don't think so. I never had any account there so long as that.

Q. With what did you open that bank account—what 98 money? A. I do not remember. I do not know whether it was money paid to me in checks or paid to me in cash.

Q. By whom? A. Or money that my mother gave me. I don't know.

Q. By whom was money paid to you with which you opened that account? A. That is what I am saying, I do not remember.

Q. As a matter of fact was not that account opened at the time your husband's account was closed in the Second National Bank by the remaining balance due him in the Second National Bank? A. I don't know anything about my husband's balance so far as his banking business goes.

Q. You — know, would you not, if he gave you any money to open that bank account? A. He did not give me any money to open a bank account.

Q. Did he give you a check? A. No, sir.

Q. Did you open that bank account there for yourself or did he open it for you? A. I don't know.

Q. Did you open it? A. Because very often when I have had checks I have asked him, as he was down town, to leave them in the bank for me, and very often when I have to get money, knowing

he is down town. It is no trouble for him to take them down to the bank for me. I have had checks from the finest families in town. I am a business woman. I don't have to depend upon my husband. I have gotten checks from Mrs. Gale and Mrs. Boardman and Mrs. Hyde paid me a bill before she left this city. I have a good banking business of my own when I choose to have it—when I choose to go and have it. I don't have to depend upon my husband.

Q. In what banks have you had bank accounts? A. In the Second National Bank is where I have had my bank account.

Q. Is that the only bank in which you have had a bank account? A. I have had a bank account in one of the small savings banks, but I took it out.

Q. What bank? A. It is not necessary for me to tell that.

Q. Oh, yes, it is. What bank?

Mr. LAMBERT: What period are you asking about?

Mr. RICHARDSON: Since 1900.

A. Yes, sir, I have had a small bank account since 1900.

Q. What bank? A. I have had a small bank account there at—what is that little savings bank there at 10th and Pennsylvania Avenue?

Q. What is the name of it?

Mr. LAMBERT: The Trader's Bank.

Q. How much money have you had there? A. I have had about thirty-five or fifty dollars, or something like that there.

Q. What other banks did you ever have an account in 100 since 1900? A. That is all.

Q. That is all except the Second National? A. Yes, sir.

Q. What bank did you ever have an account in prior to 1900 and subsequent to your marriage? A. None.

Q. Now, when did you open a bank account in the Second National Bank? A. I do not remember. Two or three years ago.

Q. Who opened that account for you?

Mr. LAMBERT: You have been all over that.

A. I don't remember which, as to whether I did it or whether I got my husband to do it—to open it. I often sent money to the bank by him. I would do it at any time.

Q. Is it not a fact, Mrs. Johnson, that the account in the Second National Bank was opened March 18th, 1904, with two checks drawn by Jerome A. Johnson; one for \$230.47, and one for \$51.21, being the balance of his account and closing his account in that bank?

Mr. LAMBERT: Objected to as irrelevant, immaterial.

—. If you know and if you don't know, say so. A. I don't know. He got the money. He didn't give it to me.

Q. Can you tell about when your account was opened in the Second National? A. No, sir.

Q. How much have you had in the Second National since 101 the time you opened that account? A. I do not know.

Q. About how much? A. I could not tell you.

Q. As much as a thousand dollars? A. Yes, sir, I have had that much there, I think.

Q. About how much would you say? A. I could not tell you. I don't know.

Q. You still have that account there? A. I have a small account there.

Q. How much? A. I don't know. I have not had my pass book balanced up, but it is very small.

Q. You say you have had as high as a thousand dollars at one time? A. I don't know whether I have had that much there. Yes, sir, I have had.

Q. You have had as much as a thousand dollars? A. I have had as much as a thousand dollars in the Second National Bank.

Q. From what source did you derive that money? A. From my business.

Q. What is your business. A. Dress making.

Q. What is your husband's employment? A. He is a clerk in one of the Government Departments.

Q. What salary does he get? A. Indeed, I do not know that. I do not bother with my husband's affairs. I do not know my husband's salary.

102 Q. How long have you been a dress maker? A. My mother put me at my trade when I was fourteen years old and I am in my thirty-sixth year now. I have worked night and day ever since.

Q. How long did you say you had been married? A. Twenty-nine years.

Q. And have you been a dress maker since you have been married? A. Ever since, carrying on a good business; running three sewing machines and three or four girls at a time, and five sometimes.

Q. In respect of this lot 9, square 132, that was sold to Mr. Keegin and which you say your husband acquired before he married you, what was the trust on that property, if you know? A. No, sir, I don't know.

Q. Did you ever know? A. I never knew.

Q. Who held the notes against it? A. I don't know.

Q. How did you help him to buy that property? A. By giving him money when the notes would become due to help him take them up.

Q. You gave him money? A. I have given him cash money to help.

Q. Did you keep an account of that? A. No, sir; I would rely upon his promise that when it was sold I was to have half of it. I would not have signed the papers if he did not keep the 103 promise, but I did not need the money when it was sold and I did not use it.

Q. He never gave you any written evidences of that debt? A. No, sir.

Q. Who has paid the taxes on this property in question in this suit, Mrs. Johnson, where you now live? A. I helped to do it.

Q. You helped to do it? A. If I should fall short he had to give me money and I would spend it just as I wanted, for taxes or anything else. He has to give me money and I do with it as I want.

Q. How much are the taxes on the property? A. \$87.00 I think I paid twice a year. I think that is about what I pay. Eighty-seven dollars and some odd cents I think twice a year.

Q. How did you pay it, by check or cash? A. I have done both. If I would have a check sufficient to help me out I would use it, and sometimes in cash. I would use checks and then I would use the cash.

Q. As a matter of fact has your husband paid them or have you paid them? A. We paid them between us very often.

Q. He paid part? A. Sometimes, yes, sir.

Q. In whose name did you pay the taxes? A. Mine.

Q. Was the property not assessed in Bundy's name? A. No, sir, I paid the taxes. I have been paying the taxes since it was recorded. Before it was paid in Bundy's name.

Q. Who paid them? A. I have sent it down by different persons.

Q. Did your husband take it down? A. No, sir.

Q. He never did? A. I don't know that he never did. He doesn't usually do it.

Q. Why? A. Because it is convenient for me to send it down by somebody in the neighborhood.

Q. When you were called in as a witness in this case before, Mrs. Johnson, you declined to testify? A. Yes, sir.

Q. Why did you decline to testify?

Mr. LAMBERT: On the advice of counsel.

A. By the advice of my counsel.

Q. Didn't you decline to testify on the ground that you would not testify for or against your husband? A. I simply took the advice of my counsel.

Q. When you just now made your answer you heard your counsel remark, did you not, that you had so declined to testify under advice of counsel? A. Yes, sir.

Q. And you did not answer it until you so heard him state?

Mr. LAMBERT: Counsel states that he gave that advice and is perfectly willing for it to go on the record that he intended to answer for her.

105 A. Counsel answered for me.

Cross-examination.

By Mr. LAMBERT:

Q. Mrs. Johnson, you say you have been in the dress making business for a considerable time? A. Yes, sir.

Q. You were not engaged in it at the time you married your husband? A. Yes, sir, I was working for my mother at that time.

Q. Where was this lot 9, square 132 located? A. The place we sold?

Q. Yes. A. On S street between 17th and 18th streets.

Q. Was there a house on it? A. A small frame house.

Q. When was that house put there? A. It was there when he bought it. It is a very small house. It has just two or three or four rooms in it.

Q. Did you ever live there? A. No, sir, I never could live in it. I went once to look at it and I found that I could not even set my bedstead in it.

Q. Do you remember how much was due on that at the time you married? A. No, sir.

Q. Did you ever pay anything on that lot out of your own 106 earnings? A. Yes, sir.

Q. I mean prior to your marriage? A. No, sir.

Q. Did you afterwards? A. Yes, sir, I have afterwards.

Q. How much, do you know? A. I don't know.

Q. Can you approximate it? Did you pay as much as a thousand dollars out of your own earnings? A. Yes, sir, I am sure I have.

Q. As much as fifteen hundred dollars? A. Possibly about between a thousand and fifteen hundred dollars I know I paid.

Q. Out of your own money? A. Yes, sir.

Q. And you paid that on the agreement that you were to have one-half of the proceeds when it was sold? A. Yes, sir.

Q. And to be considered to own one-half of the lot? A. Yes, sir.

Q. You remember when the lot was sold? A. Yes, sir, I remember when it was sold, but I do not remember the date.

Q. You remember the time? A. Yes, sir.

Q. You signed that deed? A. Yes, sir.

Q. Under what agreement was it that you signed the deed? 107 A. That he give me half of the money.

Q. The same as he had promised before? A. As he had promised.

Q. And this money that you put in it was your own separate money that you earned? A. Yes, sir.

Q. And not money that he had given you? A. No, sir, my separate money. The money I got from him I used for living. My own money I call mine.

Q. Now, when he sold this lot you also were entitled to your dower in it? A. Yes, sir.

Q. And I understand you agreed to take this sum for your dower and for your interest by reason of having put money into the property? A. Yes, sir, that was the idea.

Q. You did not demand that of him right away? A. No, sir, I demanded it from him when he came and told me he was going to sell.

Q. You did not demand the turning of the money over to you right away? A. No, sir.

Q. You were willing to have him hold it for you until you wanted it? A. Yes, sir.

Q. Was that in June or July, 1903, following the sale of the property you made up your mind to buy this house? A. Yes, sir.

Q. Where is that house? A. The house I bought?

108 Q. Yes. A. It is on 15th street between P and Q streets.

Q. What is the number of it? A. 1528 15th street.

Q. How much did you pay for it? What was the purchase price? A. \$5,500.00 I think.

Q. I just want your best recollection? A. That is the best I can do.

Q. You paid out that seventeen hundred dollars? A. Yes, sir.

Q. And you have made payments since? A. No, sir, I am keeping the interest down and keeping the taxes down.

Q. Keeping the interest and taxes down? A. Yes, sir.

Q. Out of your own money? A. I call it my own money because any money I make I use and save up what I can.

Q. That is what I mean. A. It is mine.

Q. You have not paid anything on account of the principal? You have just paid the interest? A. That is all.

Q. Is it your home? You live in it? A. Yes, sir.

109 Q. How long have you lived in it? A. I moved into it the month I bought it, I think, or possibly the month following when the transaction was made.

Q. All this business of the trust to Mrs. Sprague and the note was something that was made up by Bundy and Stone, was it? A. Yes, sir, it must have been. I did not know anything about it.

Q. You simply relied upon Bundy to handle it? A. I relied upon Bundy to manage the transaction for me.

Q. He represented you in the matter? A. Yes, sir.

Q. You delivered the money to him? A. I gave the money to Bundy.

Q. Do you remember when you started that little savings account down there at the Traders' Bank. A. A year or a year-and-a-half ago.

Q. About a year or a year-and-a-half ago? A. Yes, sir, about that.

Q. You did not have that account there when you bought this place? A. No, sir.

Q. I understood you to say that you did not have any bank account? A. No, sir.

Q. When this property was sold you became entitled to this money. You had no bank to put it in? A. No, sir.

110 Q. You just let your husband hold it? A. Yes, sir, that was all. I did not need it at that time. I had no idea I would want to make a change in my home.

Q. And just as soon as you had you called upon him and you got it? A. Yes, sir, I wanted to use it. I was living in what I supposed to be my own home at that time, but I found it necessary to get out of it.

Redirect examination.

By Mr. RICHARDSON:

Q. You say you had helped your husband to the extent of between one thousand and fifteen hundred dollars? A. Yes, sir.

Q. Do you know how much it was? A. No, sir.

Q. Have you any idea as to the amount? A. No, sir, no nearer than I have stated.

Q. You could not say whether it was nine hundred dollars or fifteen hundred dollars? A. I said possibly between ten hundred and fifteen hundred dollars.

Q. Why do you say ten hundred dollars? A. I am sure I must have paid him that amount. I have given him fifty dollars at a time and I have given him thirty dollars at a time. Whenever I had it and could spare it. He had notes to pay and I helped him.

Q. Did you keep any account at any time? A. No, sir,
111 never kept a piece of paper as big as that. (Witness indicates.)

Q. Have you any particular recollection at any particular time as to what it was? A. No, sir.

Q. He was giving you money all the time? A. For living expenses.

Q. Would he give you thirty dollars or fifty dollars? A. He has had to meet the grocery bills. I would go and pay the bills if he gave me the cash, and sometimes he would pay them. He gave me the money for the living expenses.

Q. During all of that time he gave you the money for living expenses? A. Yes, sir. I could not take care of him.

Q. You kept no account of it whatever? A. I don't think I could have had any sense during all these years. I am just now getting my eyes opened.

Q. How much did you say this property was worth? A. The place I am living in now?

Q. Yes. A. At the time I purchased it it was worth five thousand dollars or five thousand five hundred.

Q. How much did you pay for it? A. I have paid seventeen hundred dollars on it.

Q. At what rate did you buy it? A. At what it was quoted at that time.

Q. You bought it at what it was quoted at that time? A. Yes, sir.

Q. And you say it was quoted at fifty-five hundred dol-
112 lars? A. Yes, sir.

Q. Who paid the difference? A. It has never been paid.

Q. What has not been paid? A. The difference you mean between the seventeen hundred dollars—

Q. And the fifty-five hundred dollars. A. It has never been paid.

Q. How much is the difference between seventeen hundred and fifty-five hundred dollars? Do you know how much the trust is there? A. The trust is the difference between seventeen hundred and fifty-five hundred dollars. The trust is Thirty-five hundred dollars.

Q. You say the trust is Thirty-five hundred dollars? A. Yes, sir.

Q. And Seventeen hundred dollars was paid? A. Yes, sir.

Q. Was there any more paid? A. I did not pay any more, and I don't know of any more that has been paid. I know of no receipts for any more.

Q. Thirty-five hundred and seventeen hundred make fifty-two hundred. A. Yes, sir.

Q. You say the purchase price was fifty-five hundred at that time? A. Yes, sir.

113 Q. How do you account for the difference? A. I do not account for it at all. It is still standing.

Q. The trust as far as you say is only thirty-five hundred dollars? A. Yes, sir.

Q. That is true? A. I paid seventeen hundred dollars.

Mr. LAMBERT: The difference between seventeen hundred and fifty-five hundred make thirty-eight hundred.

Mr. RICHARDSON: Yes, sir.

Mr. LAMBERT: So the trust must be thirty-eight hundred dollars.

WITNESS: The trust is thirty-eight hundred.

By Mr. RICHARDSON:

Q. You say the trust is thirty-eight hundred dollars? A. Yes, sir.

Q. Don't you know that that trust is not thirty-eight hundred, but that the trust is thirty-five hundred? A. No, sir, I don't know that.

Q. If it is a fact that the trust is thirty-five hundred and you paid only seventeen hundred dollars, as you say, that makes fifty-two hundred dollars. How do you account for the fact that the purchase price at the time was fifty-five hundred dollars? A. I don't know. I know that the trust now its thirty-five hundred dollars.

Q. But I say, assuming that it was thirty-five hundred dollars and according to your statement that seventeen hundred dollars 114 was paid, but as thirty-five hundred and seventeen hundred only make fifty-two hundred, how do you account for the difference between the fifty-two hundred and the fifty-five hundred dollars, which was the price at which the property was sold? A. What do you mean. How do I expect to get it paid?

Mr. RICHARDSON: Read the question.

(Hereupon the question was read.)

Q. How do you account for that difference in your statement as to what the price was? A. I do not know that I quite understand you.

Mr. RICHARDSON: Read the question.

(Hereupon the question was repeated.)

A. I simply made a mistake. Mr. Lambert answered for me. He said it was—

Mr. LAMBERT: Either the trust is thirty-eight hundred dollars or the property was sold for fifty-two hundred dollars.

A. The property was sold for fifty-five hundred dollars.

Q. You say that is the fact? A. Yes, sir.

Q. That is what you paid for it? A. Yes, sir.

Q. And that is the only way you account for it? A. Yes, sir.

Q. Who told you that it was sold for fifty-five hundred dollars?

115 A. Bundy. I knew when I sent him down there what they were asking for it.

Q. When did you begin to pay your husband this money on account of lot 9, square 132? A. Possibly about twenty-eight years ago. Yes, sir, quite twenty-eight years ago. I mean twenty-eight years back.

Q. And that was money you were earning? A. Yes, sir, my earnings.

Q. But how much you do not know? A. No, sir, I don't know.

Q. Have you closed your bank account in the Second National Bank? A. I have a very small account there, if any. I have not been there for some time.

Q. Have you your bank account book? A. With me?

Q. Have you got it at all? A. I have a pass book at home.

Q. Will you produce it? A. I can.

MR. RICHARDSON: We call upon the witness to produce the pass book of her account in the Second National Bank.

Q. Who sent for Mr. Bundy to come on here? A. I did.

Q. Did your husband know you were sending for him? A. I told him I was going to send for him.

MR. RICHARDSON: That is all.

ANNA M. JOHNSON.

Signed by me for the witness by consent of counsel this 22
116 day of November, A. D. 1907.

EDWIN L. WILSON, *Examiner.*

JEROME A. JOHNSON, one of the defendants, was recalled and re-sworn, and testified as follows:

By MR. RICHARDSON:

Q. Mr. Johnson, you have been sworn before in this case? A. Yes, sir.

Q. In December, 1902, you sold lot 9, square 132, to Michael Keegan? A. Yes, sir.

Q. Where did you get that lot? A. Where?

Q. Yes, sir, and how? A. From whom I purchased?

Q. Yes, sir. A. I purchased it from a friend, Mr. W. H. Hutchins from New Hampshire. That was in the '70's.

Q. Before you were married? A. Two years before I was married. Probably a year before.

Q. What did you pay for it? A. I do not know. Probably about fourteen hundred dollars or twelve hundred dollars. It was a marsh then and I held it for twenty years. It was marshy when I bought it. Now it is built up out there.

117 Q. It cost you about fourteen hundred dollars? A. I think so. I can send you the—

Q. The deed? A. No, sir; by mail, the cost. I think I have got the records which will show it—a memorandum of it.

Q. Did you pay all cash? A. No, sir, my wife paid for it at ten,

fifteen or twenty dollars a month, or thirty dollars. He was a personal friend of mine and forced it on me. After I married she helped to purchase it. I bought it on the instalment plan, my wife and I together. It was a contract and I was to pay Mr. Hutchins five dollars or ten dollars or twenty dollars. I was eight or ten years paying for it. I got the deed in 1883. I was married in 1878. I mean in 1877. I was about five or six years buying it. We paid small amounts at six per cent.

Q. You got the deed at the time you bought it, didn't you? A. No, sir, I bought it on the instalment plan, just like you would buy a piano or any personal property. Every time I would pay something it would be endorsed on the back.

Q. How much did you pay as a first payment? A. About twenty dollars. I probably didn't pay anything as a first payment. He was a personal friend of mine and wanted to get rid of the property. He was a very delicate man and went away. In fact, every bit is due my wife. Except for my wife I shouldn't have had any connection with it. It is a strange thing to say. I hate to laugh at it, but you might as well laugh as cry.

118 Q. When did you get the deed? A. About '83.

Q. About '83? A. Yes, sir.

Q. You took title in your name? A. Yes, sir, I took title in my name.

Q. And it was in your name until you sold it? A. Yes, sir.

Q. When you took title in '83 you had fully paid for it? A. I think we paid all that they charged on the original price. I am pretty certain we did. It has been a good while now—thirty odd years.

Q. During what period of time were you paying for that property, from the time you first bought it until you had it paid for? A. Up to the time—I think I purchased it in '76 or '77, and it was the next year I was married. It was the year before I was married.

Q. Then you were married? A. Yes, sir, about 7 or 8 years. The records will show that. Yes, sir, that is the only property I know that was bought on the instalment plan. I think I have got the papers left around and I can show you the original thing. It was kind of a protection.

Q. You sold that property, did you not, in December, 1902, to Michael Keegan, or about that time? A. Yes, sir.

119 Q. How much did you get for it? A. The price was three thousand dollars.

Q. The price was three thousand dollars? A. We got that less the charges. I do not know what the charges were. You know the real estate company charges so much. It is three or five per cent. commission. We got about twenty-eight or twenty-nine hundred dollars. I don't think the expenses were over one hundred or one hundred and fifty dollars. I know the commissions to the company were paid. I know they got ninety dollars for the commission. If it was three per cent. they got ninety dollars and if it was five per cent. they got one hundred and fifty dollars.

Q. That was paid for by check to your order, was it not? A. Which, the property?

Q. Yes, sir. A. Oh, yes, sir.

Q. What did you do with the check? A. The check?

Q. Yes, sir. A. Why I got the money for it.

Q. You cashed the check? A. Yes, sir.

Q. You did not deposit that check any where? A. No, sir.

Q. Upon what bank was that drawn? A. That check was drawn on the Metropolitan Bank. I think it was. Yes, sir, I am pretty certain it was—on 15th street.

120 Q. What did you do with the money? A. I deposited the twenty-five hundred dollars of it in the American Security and Trust Company.

Q. You opened an account there? A. Yes, sir, as I have sworn to before.

Q. About when did you open that account in the American Security and Trust Company? A. The same day.

Q. And that account was opened in your own name? A. Yes, sir, unfortunately.

Q. Did you or not give your wife some part of that money at that time in order to get her to sign the deed? A. Did I give her any of the money?

Q. In order to get her to sign the deed; yes, sir? A. I did not give her any cash. No, sir, I did not.

Q. Did you not testify before the Referee that you gave her three or four hundred dollars to sign the deed? A. No, sir, I testified that I gave her fifteen hundred dollars, but it was seventeen hundred dollars when I looked over it. That was after the property was sold.

Q. Didn't you testify before the Referee at the time of that sale in order to get her to sign the deed that you gave her four hundred and fifty or three hundred and fifty dollars, or some amount? A. No, sir, I don't remember. If I testified to that it was certain a mistake. I never did have to coerce her to sign that deed.

Q. You deposited that twenty-eight hundred— A. Twenty-five hundred dollars. I thought it was twenty-eight hundred dollars, but it was twenty-five hundred dollars.

121 Q. To your order in the American Security and Trust Company? A. Yes, sir.

Q. Have you had that account closed in the American Security and Trust Company? A. No, sir.

Q. Have you not had it closed? A. No, sir.

Q. Have you had it stated? A. Yes, sir. You have a statement there.

Q. When did you have it stated? A. When the bankruptcy proceedings commenced. I got one statement and that was not full enough and then I got another one which covered all the transactions.

Q. Have you received back your checks? A. Yes, sir, checks and bank book.

Q. Have you those? A. No, sir.

Q. Where are they? A. I do not know. I think they were destroyed. I think they were burned.

Q. When? A. I think they were burned through accident. It was probably three years ago. Two or three years ago. I never have been able to see. They disappeared, as I told you on the former examination. Mrs. Johnson and I were talking over the matter as

122 to how they disappeared and she said they were burned by accident. They got fire in my room and at the time she

was down stairs and somebody had hollowed "fire" and she came upstairs and the whole thing was on fire and she threw them out of the window through presence of mind and she thinks the checks were with the other things. There were a lot of papers and old deeds there that I had kept and valued very highly. There was a deed away back in 1813 and the deed on the property that she was paying taxes on.

Q. You drew checks on that account? A. I drew every check payable to myself.

Q. And cashed it? A. Yes, sir. Whenever I drew any money I went there and got my stuff on a money order.

Q. When did you open that account in the American Security and Trust Company? A. The very day I sold that property. I mean the very day the company gave me the check—the trust company. The very day, that is to say, that morning—they paid in the forenoon—I got the check and went ahead to the American Security and Trust Company and put it in there.

Q. You were a witness before in this case, Mr. Johnson? You have testified before? A. Yes, sir, down to Mr. Hallam's.

Q. And before Mr. Wilson here? A. Yes, sir, I think so.

Q. And when you were examined before you were asked this question on page 22 of the record: "Q. In June, 1900, did you have 123 a bank account with the Second National? A. Yes, sir, I presume so. The transcripts will show that. * * * When did they close out your account at the Second National? A. About 1902 probably. I know it was after the Capital Savings Bank failed. I opened an account with the Second National and then when they commenced to file suits against me, of course, I closed out my bank account there. * * * Q. Did you open any other account with them after that? A. No, sir. Q. Or with any other bank? A. No, sir, I did not open any account with any other bank. I would not do that when the boys are after me so hot. I could not do that very well. I am a big fool, but I could not do that very well." Now, the date when you were so examined and so testified—as January 11, 1906. I will ask you if you so testified? A. I do not remember using such language.

Q. Did you state then before the Examiner that you had no other bank account after the time you closed *at* your bank account with the Second National? A. I don't remember. I have stated that I had—I mentioned a lot of banks in which I had deposited money after the Capital Bank—

Q. Did you answer specifically to that question? A. I don't remember.

Q. As a matter of fact after that time did you have another bank account in the American Security and Trust Company? A. The dates will show.

Q. That is a fact, is it not? A. The dates will show.

Q. You closed your account in the Second National Bank 124 when? A. I do not know. The records will show.

Q. Did you close your account there about March, 1904? A. I don't know, sir. I will find out. I will get you a transcript, if necessary.

Q. I show you a transcript filed here by the—— A. That will save me the trouble.

Q. By the teller of the Second National Bank and ask you to look at that. I call your attention to the last two statements, and I will ask you if it is not true that your account was closed in that bank about March 18th, 1904, by two checks, one for \$230.47, and one for \$51.21, which were passed to the account of your wife and which opened an account with those two checks?

Mr. LAMBERT: About what date?

WITNESS: I don't know.

Mr. RICHARDSON: March 18th and March 31st.

Mr. LAMBERT: I thought you said March 4th.

Mr. RICHARDSON: No, sir, March 18th and March 31st.

A. I don't know. If I did it was no more than—it was no more than what I owed my wife. I would do it in a minute if it was a thousand dollars. It wouldn't make any difference. She is my wife and she makes money and makes good money, too.

Q. You say she makes money? A. And makes good money.

Q. How long has she been engaged in dress making? A. 125 Why she says it has been since she was twelve or fourteen.

Q. Since you have been married? A. We have been married since '77.

Q. After you married when did she begin to make dresses at her trade? A. She was in her trade long before I knew her. She is a professional dress maker and tailor. She and her mother carried on an immense business and bought property on Connecticut Avenue from her needle. She and her mother bought this property they tried to get.

Q. Who tried to get? A. Some young colored gentleman. Mr. Darlington had the case.

Q. What property has she had? A. That is the property she has been owning.

Q. Who has been owning? A. My wife, on K street and Connecticut Avenue. Yes, sir, big property.

Q. She owned that property? A. Yes, sir. On one side is a congressman from New York and Ward Thoron lives on the other side.

Q. What does it rent for? A. She leases it to Ward Thoron for thirty dollars a month. She gets about \$15.50 a month for it.

Q. She gets fifteen dollars a month? A. And all expenses. She gets that net. They made that out of the needle. They owned that before I married.

126 Q. Who do you mean by they? A. My wife and her mother. She is a first class dress maker. She is a first class business woman.

Q. In whose name is that property? A. In hers.

Q. In whose? A. In her mother's name and Mrs. Annie Johnson.

Q. When did the mother die? A. That is several years ago. About four years ago.

Q. About when? A. About four years ago. February I think. Three or four years ago.

Q. Three or four years ago the mother died? A. Yes, sir.

Q. And at the time she died it was in her name? A. Yes, sir.

Q. She owned it? A. Yes sir, bought it there when it was marshes.

Q. So this property you are talking about on K street was owned by your wife's mother? A. Yes, sir.

Q. Up to the time she died? A. Yes, sir.

Q. And she died three or four years ago? A. Yes, sir.

Q. How many children did she leave? A. She left my wife and her brother.

Q. And the net income is about fifteen dollars a month? A. Yes, sir, the net income because Thoron pays the expenses.

127 Thirty-five or forty dollars it rents for. He has got a five years' lease on it in order to get rid of undesirable neighbors. He made a sacrifice.

Q. What is your position, Mr. Johnson? A. I am a clerk.

Q. What is your salary? A. Third class, sixteen hundred dollars.

Q. How long have you been drawing that salary? A. I don't know. I really do not know. I got my several appointments and promotions.

Q. When were you first appointed? A. In '69.

Q. At what salary? A. Twelve hundred dollars.

Q. When were you first promoted? A. Three or four years after that.

Q. How much were you getting when you first married? A. Twelve hundred dollars a year. The records will show.

Q. You have no children? A. None living. They are all gone.

Q. What relation is Robert H. Bundy to your wife? A. I thought he was an uncle, but she says he is a cousin. I don't know. I know they are related by two mothers or two brothers. They are related by blood. I think she is cousin. I thought he was uncle. I thought he was her father's brother's son.

Q. When this deed was made from Mrs. Sprague to Robert H. Bundy on the first day of June, 1903, at that time did you know when Bundy came over to Washington from New York? What date? How long prior to that transaction?

128 A. I don't know. He was coming and going all the time. He would come and stay a week at the house. He was an old widower and he would come around and stay around the house. He would lay around and then go back. My wife was his favorite relative.

Q. Who sent for him to come over on that occasion? A. Mrs. Johnson.

Q. How do you know? A. I have no means of knowing particularly, because he would not have come upon his own volition.

Q. Did she tell you she was going to send for him to come for this purpose? She was very anxious to get that property and she was in litigation and Mr. Douglass—she was very anxious to get it because I came very near buying it—in fact I advised the purchasing of it as a member of the vestry of St. Luke's Church. I am not positive about it now, but she knew about the property and we all knew about it.

Q. What do you mean by saying that you came very near buying it? A. As an official of St. Luke's Church as a rectory, but we bought 1411 Corcoran street instead because they asked too much money.

Mr. LAMBERT: What did you start to say about Mr. Douglass?

A. She was very anxious about buying. She wanted the money and that was the understanding that she was going to get a home of her own, and she got tired of living on K 129 street. Some of her parents had died a year or so—and it was a sentimental reason. In so doing it came around that Mr. Douglass advised—he said it would not be well for her to buy pending this litigation in her name. Mr. Douglass then was my attorney. She was looking around trying to pick out somebody with whom she could purchase for her use, you know. Somebody she could have to purchase for her that had no complications, and she thought of Bundy.

Q. You also had complications yourself at the time? A. Yes, sir, I was being sued, but she was pretty well assured that they could not hold her. She said she would take a chance and Mr. Douglass said "you better not do it in your own name until the matter is decided."

Q. Did Mr. Douglass also tell you that you better not take it in your own name? A. I could not buy the property. He assured me that we had a hard case. Mr. Darlington—I went to Mr. Darlington because he was my wife's attorney right along and he said—he shook his head and said "you are in bad shape, but your wife is all right." They held her simply because they would not do it right at the bank. She was not a member of that corporation and they gave her all the trouble. She was not any more a member of that corporation than you were. I gave her two shares and she gave them back to me. She was not a member of that corporation and hadn't anything to do with it. She was one of the persecuted parties.

Q. Bundy came here? A. Yes, sir, she wrote to him. She must have.

Q. Then you went to the bank and drew your own check 130 to your own order? A. I went to the bank. She told Bundy what she wanted done and I went with Bundy down to the bank and drew the seventeen hundred dollars.

Q. By your own check? A. Yes, sir, and gave it to Bundy and Bundy brought it to Mrs.—this is Mrs. Johnson's money.

Q. Why didn't you give Bundy a check or give Mrs. Johnson a check instead of going to the bank and drawing out the cash? A. I am not a sharp colored man. I am not a sharp man and I would not have got involved so if I had known what to have done. Do you suppose I would be in all this trouble if I had known what to do.

Q. Why didn't you do the simple thing and draw the check to your wife for seventeen hundred dollars or to Bundy for seventeen hundred dollars? A. I didn't occur to me. I didn't think of it.

Q. As you gave your wife the seventeen hundred dollars, was not that the simple way of doing it instead of drawing the check to your own order and going to the bank and cashing the check? A. I see now it was as simple and would have saved me complications, but I never did business that way. I have drawn money to my own order always unless I owed outside parties. I would send a check.

Q. Couldn't you have drawn the check to Bundy's order and given Bundy the check and couldn't Bundy have taken the check down

131 and given it to Mr. Stone and he have turned it over to Mrs. Sprague? Wouldn't that have been the more natural way of

doing it, instead of drawing the check to your own order and cashing it and going up and giving them the cash? A. That is the first real estate transaction I had at the time that I remember.

Q. But you were not making a sale? A. It is the first real estate transaction I ever made in money. I did not know much about — and I did not ask. If I had thought for a moment I would have gone to a lawyer. That is the proper way to have done. But Mr. Stone was the man.

Q. But after you drew this check to your own order for seventeen hundred dollars you went down to the bank and cashed it? A. With Bundy. We went right in the trust company's office.

Q. And cashed it? A. Yes, sir.

Q. You got the seventeen hundred dollars? A. And paid it right over to him at the counter. I handed it right to Bundy there.

Q. Didn't you testify before the referee that you got the seventeen hundred dollars from the bank and took it and gave it to your wife? A. Yes, sir, with Bundy.

Q. That you took it home and gave it to your wife and that your wife then gave it to Bundy? A. Yes, sir.

132 Q. Did you testify to that? A. I think so.

Q. You say you did so testify? A. Yes, sir, I did so. I know Bundy was right there and I may have handed it to my wife or Bundy may have handed it to her.

Q. Which is true, the fact that you gave it to Bundy at the bank or that you took it to your home and you gave it to your wife? A. As near as I can recollect I counted out to Bundy seventeen hundred dollars and I said "here is seventeen hundred dollars. This is Dickey's. Now, we will go up and give it to her."

Q. Why would Bundy then turn the money over to her if it was to be turned right back to him to buy the property? A. Why did Bundy turn the money over?

Q. Why did you go to her at all? A. Because it was her own. Mr. Douglass told me not to have anything to do with it. I will be

on hand and look around, but he said not to take any official part in it.

Q. Douglass told you to take no part in it. Is that the fact? A. Yes, sir, Mr. Douglass suggested to me not to have anything to do with it and to give the money to my wife. It was her money and to give it to her, which I did.

Q. Then you went down to Stone's office where the deeds were drawn? A. Bundy went.

Q. You went? A. I went to show him. That is the way
133 I got into it. I would not have gotten into it only to show
Bundy the building and old man Stone.

Q. Bundy didn't know about Stone until you showed him?

A. No, sir, he is a New Yorker. He doesn't know these business men around here.

Q. And when you showed Bundy Stone's office that is the first that Bundy knew anything about Stone's office? He didn't know even where it was? A. I don't know. I don't think he did. He may have known.

Q. When you got there were the deeds all ready? A. No, sir, they had just met. They met together, Sprague, Bundy and Mr. Stone and the notary. Bundy had been out prior to that and looked over the property. He had been over it a couple of days before the transaction. You asked one question if he came that day. He had been here probably two or three days. I remember he went out there and looked at the property for my wife.

Q. But when you went down that day, as you have stated, to Bundy's office—— A. No, sir, to Stone's office.

Q. (continued). To Stone's office. Bundy did not know where that place was at all? A. He may have in a vague way. He was an old Washingtonian.

Q. He never had been there in connection with this trans-
134 action? A. Not in connection with this transaction to my knowledge.

Q. And that transaction was all closed that day? A. Closed that day, between him Stone and Mrs. Sprague.

Q. How many times did you go to Stone's office that day, only that once? A. Only once to my best recollection.

Q. How long were you there? A. I think we were there about an hour possibly. The old man is a pretty fast man. He seemed to rattle things off very rapidly—the old gentleman.

Q. Did he draw these papers while you were with him? A. Drew everything. There was Mr. Sprague, Mrs. Sprague and Bundy.

Q. Who were you representing there? A. Nobody.

Q. Why did you go? A. To show Bundy. He was looking after it. It was the most natural thing in the world. He was interested in my wife.

Q. Didn't you testify before the Referee that you went there representing your wife? A. As agent?

Q. Yes, sir. A. No, sir. Representing my wife? No, sir.

Q. You just went there without any reason at all? A. I went

135 thère as the husband. I went there to show Bundy the office. He was to purchase this property for her, with her money. Somebody had to go. I wish I had sent some one else instead of myself.

Q. Who gave Stone the information upon which to draw the papers? A. I cannot get on to that question.

Q. How did Stone know how to draw the papers? A. I don't know. He is a lawyer, the old gentleman, and he charged for it.

Q. How much did he charge? A. I don't know. I haven't any idea.

Q. Who paid him? A. Bundy. Bundy or Sprague. Sprague may have paid him.

Q. Who paid for the recording of the papers? A. Mr. Stone paid for all those things out of that seventeen hundred dollars.

Q. How much did Mrs. Sprague receive? A. I haven't any idea.

Q. You were there? A. I was there. I have no idea.

Q. Who recorded the papers? A. I don't know, sir. Some of those young men over there at Dancy's office.

Q. You got them from the record, didn't you? A. I don't remember whether I got them or Mrs. Johnson.

Q. Don't you know that you came down and got them? A. Wait a moment. I got one. I don't know now as to whether I got 136 them or whether Mr. Stone sent them—sent them to the house. There were only—the whole thing was done that day. That is to say, they were sent over to the court house by Bundy and Stone and they got receipts, but as to who got them originally—I mean after the expiration of thirty days—I may have gone over and got one. How many were there. I have most forgotten the transaction.

Q. Do you know how many were there? A. No, sir.

Q. Wasn't there a deed also conveying this property to you? A. Conveying the property to me?

Q. Yes, sir. A. No, sir. If there was I am not aware of it. I have forgotten it.

Q. You are familiar with the fact that there was a deed of trust placed upon the property by Mr. Bundy and that he signed the note to Mrs. Sprague for twenty-five hundred dollars? A. Not until after the whole thing—after the transaction was done—until after the transaction. I did not know it until subsequently.

Q. How long subsequently? A. Well, I don't know. Within forty-eight hours I suppose.

Q. Wasn't it done the same day? A. Yes, sir, possibly. Within twenty-four or forty-eight hours.

Q. Wasn't it done at the same time? A. I think all the 137 transactions were done because when we came out—Bundy and I came out together and lunched down town and we did not have to go back.

Q. As a matter of fact you know that the Sprague trust was given at the same time? A. I think all the papers must have been.

Q. Why do you say it was done within forty-eight hours? A. I say within twenty-eight or forty-eight hours.

Q. If you know it was done precisely at the same time why do you say it was done within forty-eight hours? A. I will change that and say it was done within the business hours.

Q. Were not both papers recorded precisely at the same time that day? A. I don't know a thing about that, Mr. Richardson.

Q. Who suggested the drawing of that Sprague trust? A. I have no idea. Oh, yes, sir, I have an idea. Probably it was Mr. Stone. That is my idea about it. I have no knowledge about it. I do not know why it was done.

Q. You don't know why it was done? A. No, sir.

Q. Didn't you testify before that Mr. Stone did that? A. I say that Stone must have done it because it seemed, as far as my knowledge goes, that he drew up all the papers.

Q. You think he did that of his own motion? A. Of his own volition absolutely; yes, sir, because he knew that Mrs. Johnson was being sued.

138 Q. He knew that you were being sued too? A. That was notorious.

Q. Can you give us any information why that twenty-five hundred dollars was put in there? A. I don't know.

Q. At what price was this property sold? A. Which, you mean?

Q. The house where you are now living. A. I don't know. It was sold two or three times—one or twice.

Q. I mean when it was bought on this occasion, what was the price? A. It was just her equity—seventeen hundred dollars.

Q. What was the price fixed for the value of the property? A. I don't know.

Q. What were the trusts on it? A. It was subject to a trust.

Q. How much? A. I think three thousand dollars.

Q. Thirty-five hundred dollars? A. Yes, sir, thirty-five hundred dollars.

Q. The trust was thirty-five hundred dollars? A. Her equity—Mr. Sprague's equity was seventeen hundred dollars.

Q. There was no price fixed on the property at all? A. No, sir, the Spragues were trying to get out of it. They had a loan on there.

139 Q. You were simply buying her equity for seventeen hundred dollars? A. That is the way I understand. Not I, but my wife.

Q. What other trusts are there on that property? A. I don't think there are any so far as I know. I don't know anything about it.

Q. How about Sprague's trust? A. Yes, sir. That twenty-five hundred dollars you spoke of?

Q. Yes, sir. A. Yes, sir, that is on there.

Q. When was that note canceled? A. I don't know, sir.

Q. It was taken home and given to your wife on that day? A. Yes, sir, it was canceled about a year or so ago I think. I don't know. I could not tell you exactly.

Q. You did not record it at the time? Nobody connected with the transaction at the time regarded it as a *bona fide* trust? A. I could not understand it. I did not know until after the whole

transaction was done. I don't know that Mr. Bundy understood the significance of it.

Q. Bundy didn't owe Mrs. Sprague twenty-five hundred dollars in that transaction? A. I don't think he owed a dollar to anybody in the world.

Q. You knew that at the time? A. Well, I know that. It is knowledge. I supposed he didn't owe anybody. I don't know anything about his private affairs, but I never heard of him being in debt.

140 Q. You knew that he did not owe that twenty-five hundred dollars and that it was not a *bona fide* indebtedness at the time? A. I didn't know anything about it until I saw the thing.

Q. You were right there? A. I didn't know what they were doing.

Q. You were present when everything was being done? A. You are sitting over there with that gentleman (indicating) now, and they were there talking and writing together. I have no idea what they were talking about. If I recollect there was a railing in Mr. Stone's place there and they sat in there, four or five together, and I stood outside within three or four or five feet. They were writing and fixing and Stone did everything. He was a lawyer and he was auctioneer and he was the real estate agent and he did everything. I did not understand what in the world they drew that note for. It was all unnecessary. I cannot understand it. You gentlemen ought to understand it and work it out yourselves better than I could. I suppose Mr. Stone was trying to protect Mrs. Johnson. I haven't any idea what they were doing. I was not a party to it. I did not know anything about it until the papers came out.

Q. Why was he trying to protect her by this additional trust if the property was placed in Bundy's name? A. I haven't any idea. Mr. Stone is a real estate man and old dealer and he fixed up those things. He understood how to fix it up. He understood how to fix up those things and I supposed he was pursuing his busi-
141 ness of the real estate trade.

Q. Did Stone have any special interest in you or Mrs. Johnson to protect you, or either of you, or Bundy? A. No, sir.

Q. He was only doing this as a real estate man. A. I don't know. Not for myself, but Mrs. Johnson—I don't know about her. Why Stone understood that Mrs. Johnson was in litigation and she was—she didn't want to take the title in her name. Stone understood that. That is why she brought Bundy from New York. He had the interest of a business man for a client. Mrs. Johnson and Bundy were his clients and so was Sprague. I suppose they were business relations that existed between them.

Q. When you got that deed of trust and trust note and the deed to Bundy what did you do with them? A. What did I do with them?

Q. What was done with them? A. They were sent to the Recorder's Office probably the same day. Bundy left them there or Mr. Stone sent them.

Q. What papers were taken home to Mrs. Johnson? A. I don't know. She will have to testify to that.

Q. Don't you know? A. No, sir.

Q. You never knew? A. The deed—certainly all the papers were taken—must have been taken to her save those which were sent to the Recorder's office.

Q. The deed from Bundy to her was not recorded, was it?
142 A. The deed from Bundy to her?

Q. Yes, sir. A. No, sir, it was not recorded.

Q. Why not? A. Well, because she was in litigation.

Q. What became of that deed on that date—on the first of June, 1903? A. Why it must have been handed to Mrs. Johnson.

Q. Don't you know that it was. Don't you know it was taken home and given to her? A. Well, of course, all of the papers must have been. They could not have been left in Mr. Stone's hands.

Q. Who took them home? A. Bundy.

Q. You know where Mrs. Johnson kept those papers? A. Yes, sir.

Q. You saw them occasionally where she had them? A. Yes, sir, I knew where she kept the papers.

Q. Don't you keep your papers with hers in the same box? A. No, sir, I have no papers.

Q. You have access to her box? A. Yes, sir.

Q. You saw this deed and this note for twenty-five hundred dollars? A. Yes, sir. That is the reason I could not understand and we haven't understood why Stone and Bundy fixed up the twenty-five hundred dollars. I have no idea in the world. I don't see the necessity of it. I could not understand when I did see it.

Q. Why wasn't there any necessity for it? A. I could not see the necessity for drawing a note of no value and all that kind of thing and then hand it right back.

Q. What is the value of the property? A. I don't know, sir. I can tell you if I look at the Recorder's records.

Q. About what is the value of it? A. The property ought to be worth about five thousand dollars I should think. They asked the church five thousand dollars when I was negotiating for it, but they refused to pay that. We bought one for four thousand dollars around the corner on Coreoran street. I don't know what its assessed value is.

Q. Do you know who told Stone that Bundy was a resident of the District of Columbia? A. He must have told him himself. If you can be a resident of two places at one time he was a resident of the District of Columbia and of New York—he has three places of residence. One is in Baltimore and New York and the District of Columbia. His mother and father lived in Baltimore. They died there. He lived in New York. Really he is an all-arounder. In drawing up the papers he must have told old man Stone that he was a resident of the District of Columbia.

Q. What are the taxes on that house? A. I don't know. I think it is assessed at about five thousand dollars. That would be how

144 much? Fifteen dollars a thousand. Between seventy and seventy-five dollars. It can be ascertained down there. I can send you the tax bill.

Q. Do you know what the taxes are? A. I don't know up to the cent. They are between seventy and seventy-five dollars. I think it is assessed at about five thousand dollars. If it is that would be seventy-five dollars.

Q. A year? A. Yes, sir. Isn't that the way the assessed value of property goes, fifteen dollars on a thousand? Yes, sir, about seventy-five dollars.

Q. You think it is assessed at five thousand dollars? A. Yes, sir, I think so. I can tell you accurately.

Q. You have paid some of the taxes bills, haven't you? A. We have got all the tax bills. Mrs. Johnson has the tax bills.

Q. Have you ever paid any of the tax bills yourself? A. She pays them.

Q. Have you ever gone down and paid them yourself? A. Yes, sir, once or twice.

Q. Have you furnished some of the money to pay tax bills? A. I give her money right along. I don't know how she applies it. I give her anything she needs. I give her any amount of money I have.

Q. You have given her money to pay the taxes? A. Not principally to pay taxes. I give her money for the expenses incident to the house and it takes a great deal for us to live. It takes a great deal for me at my age to live.

Q. How do you pay those taxes, by check or cash? A. Cash.

Q. You come down to the District office and always turn in the cash? A. No, sir, she may have paid them by check sometimes.

Q. After you had testified before the Referee on April the 27th, 1907, did you tell your wife you had so testified there? A. I don't remember. I ought to have if I did not because it is so natural when a man is in trouble to tell his wife. It is the most natural thing in the world for me to have done. I don't remember whether I told her at that time.

Q. You told us at that hearing before the Referee for the first time, did you not, that you had this bank account in the American Security and Trust Company and that you drew out seventeen hundred dollars there on the day of this conveyance and that you took the money and gave it to your wife and that it was with that money and in that way that the deed was procured?

Mr. LAMBERT: That is objected to as being leading, immaterial and irrelevant.

Q. Was not that the first time you had disclosed to us those facts? A. I was never asked. I was never asked. That is the first time you had an opportunity of asking me about the three thousand dollars—that money at that sale—when I applied for bankruptcy. That is the first opportunity you had at the examination down there.

Q. Is it not a fact that four or five days after that, on May 3rd,

1907, your wife recorded that deed from Bundy to herself? A. Yes, sir, it may have been. She may have recorded it. She should have recorded it after the Court of Appeals decided in her favor. She asked me my opinion and she said, "I am going to record my deed." I said she kept on dilly-dallying about it. There was no necessity for delaying then after she got it, but this thing came—this young gentlemen—I mean this matter of bankruptcy and this suit against me came on. I anticipated the way it was going any way, but there was no necessity for her keeping this deed after she was left out of the business—to keep the deed unrecorded.

Q. Have you had an uncle or brother to die within the last six months? A. I have got a brother. I have got a half brother. It has been longer than six months.

Q. How long ago? A. William Johnson.

Q. Where did he live? A. About a year ago. He lived out on S street. This is a half brother, if that is the man you speak of.

Q. He lived on S street? A. T street between 12th and 13th.

Q. Did you have a relative or brother who died in Richmond, Virginia, or in Virginia? A. I have no relatives around. I have got a half brother, a dentist in Milwaukee, and one here—a half brother.

Q. Who died recently? A. No, sir, they are living, but my brothers died ten or twelve years ago. I only had two brothers.

Q. Did you lose an uncle recently in Richmond, Virginia? A. No, sir, I haven't any relatives in Virginia to my knowledge.

Q. This half brother that died, did he leave any estate? A. Yes, sir, he had immense property. The kindergarten property next to Hahn's shoe store near the Carnegie Library. There were two girls and three boys, but unfortunately I did not get a necktie out of it. There were two mothers. The old man was of good stock and he married twice and had families by both.

Q. Have you within the last year from any source inherited any money? A. No, sir. I am the most unfortunate man in the world that way. It would have been big if I had been in it. The boys and girls got several thousand dollars apiece. I did not get a necktie out of it. No, sir, I was out of it. I am one of those men always out.

Cross-examination.

By Mr. LAMBERT:

Q. Mr. Johnson, your wife, you say, was in business when 148 you married her? A. Yes, sir.

Q. And so continued right along? A. And in business now.

Q. And you say at the time you married her you owed considerable on this lot 9? A. Yes, sir, I only had been paying a year.

Q. Did she contribute towards the purchase price out of her own earnings? A. Yes, sir, right along.

Q. And this money that you turned over to her after the sale was to reimburse her for what she had put in it and her dower rights? A. Yes, sir, she may have put more money really into it than I

because I got careless after one or two years as men will. She kept on probing me about it.

Q. This money you turned over to her when she wanted to make this investment was her money? A. Yes, sir.

Q. You had just been holding it for her? A. Yes, sir. If I am not mistaken now—I do not want to make any statement that is not absolutely correct—if I am not mistaken I wanted her to take the money then and she said no. I said she could have the money when she wanted it. She said no. I told her I was going to put the money in the American Security and Trust Company and she said when she wanted it she could get it. I don't think she would have joined me in selling that property if it had not been definitely understood that she was to have this money. She could have
149 had all of it.

Redirect examination.

By Mr. RICHARDSON:

Q. There is one question I omitted to ask. You have not paid the complainants in this bill the amount they claim, or any part of it? You have not paid these judgments? A. No, sir. From my own fund.

Q. You haven't paid them at all? A. No, sir.

Q. The question is have you paid these judgments or any part of them? A. No, sir; I haven't paid any judgments, but I have reimbursed out of my pockets people—paid over forty cents on the dollar. That will show how generous I am. I have paid over forty cents on the dollar.

Q. You have not paid forty cents on the dollar to the complainants in this case? A. No, sir, if I stood on the corner and argued a young man into putting his money into the bank I would go in my pocket and pay it.

Recross examination.

By Mr. LAMBERT:

Q. You have paid, as I understand it, money back to the people whom you interested in going into the bank as depositors. A. Anybody who deposited for Mrs. Johnson and I upon our influence and our advice we are going to pay them one hundred cents on the dollar.
150

Mr. RICHARDSON: That is all objected to as immaterial.

A. (continued). We have paid over forty cents on the dollar to the Order of the Eastern Star Chapters. We have paid them fifty dollars. They had \$190.00 over there and they went in there on our own volition because my wife organized the chapter. She is going to pay the balance.

Q. Mr. Johnson, did you have any idea of buying this property for yourself? A. This property?

Q. Yes, sir. A. No, sir.

Q. Did you ever put any of your money into it? A. No, sir.

Q. I ask you, Mr. Johnson, whether at the time of this transaction—at the time that this transaction took place and your wife bought this property if there were any judgments against you? A. None at all.

Re-direct examination.

By Mr. RICHARDSON:

Q. But there were plenty of suits against you? A. Yes, sir.

Q. And there were suits against your wife? A. Yes, sir.

Q. Mr. Johnson, you say that you have paid a certain number of your creditors forty cents on the dollar? A. I say yes. Not my creditors, but anybody, man, woman, male or female, boy or girl, who entered that institution upon our advice, you know, why all of them if they give us the books we will pay it. If she could have sold that property on K street she intended to pay all the people.

Q. As a matter of fact how much have you paid? A. I have paid fifty dollars. We are going to pay Waller of New York and Slaughter—a young man named Slaughter was very active in bringing suit. He said he deposited thirty dollars and would not have gone into it had it not been for me—the witness is dead, he was a white man, friend of mine. He was a gentleman who lived in Virginia. I told him I would give him thirty dollars tomorrow. This was when the bank closed. He was very heated and he said he would not have gone into it if it had not been for me.

Q. Did you ever give him the thirty dollars? A. He declined to take it.

Q. How much have you paid? A. We have only paid fifty dollars.

Q. You have only paid fifty dollars? A. That was her society.

Q. And the bank failed in 1902? A. We have paid judgments of the Police Court—judgments through Mr. Ridout.

Q. Police Court judgments? A. Police Court judgments—Justice of the Peace.

Q. They are judgments you have paid? A. Yes, sir.

Q. How much have you paid? A. No, sir.

Q. You do not know what you have paid? A. No, sir, I never kept any account. I am very careless that way.

Q. Have you paid them in full? A. Paid them in full? Some of us paid them. Terrell and Archer and myself. Probably Mr. Archer could tell. They got judgments.

Q. Were they about the bank affairs? A. Yes, sir.

Q. Did they attach? A. No, sir. Justice Terrell—we were guided by his advice and he said we better pay those—those little judgments gotten out by justices of the peace. They would prove very annoying and he said we better pay them. So we paid them.

Q. That was when the suits first began? A. Yes, sir, unless they were very large and then we certified them up.

Q. How much was your part of those little judgments you paid? A. Only fifteen or twenty dollars. I have forgotten, it has been so long.

Q. To whom were those judgments paid? A. I don't know, sir.

Q. Outside of the attachments in those cases— A. What do you mean by attachments?

153 Q. Levy or Garnishment? A. No, sir.

Q. Outside of those little judgments the only amount you have paid was this fifty dollars to this society? A. Yes, sir, that is of my own volition.

Q. Your wife was connected with that? A. Yes, sir, she organized it.

Q. And that was paid voluntarily? A. Yes, sir, and I am going to pay Mr. Waller voluntarily.

Q. You are going to pay him his money? A. Yes, sir, if I live.

Q. The bank failed in 1902? A. Yes, sir.

Q. Is that so? A. Yes, sir, but the expenses of the court and the lawyers took all my money.

Mr. RICHARDSON: I desire to offer in evidence the short copy of the judgments attached to the bill.

We also offer in evidence the deed from Rosetta D. Sprague to Bundy and recorded in liber 27306, folio 286.

Also the deed of trust from Bundy to Stone and Haynes and recorded in liber 27306 at folio 288.

Also the deed from Bundy to Annie M. Johnson and recorded on the 3rd day of May, 1907, in liber number 3067 at folio 210.

Counsel for the respondents offers to produce said deeds at the hearing.

Counsel for complainants also offer in evidence the canceled note dated June 1, 1903, and signed by Robert H. Bundy and 154 payable to Rosetta D. Sprague for twenty-five hundred dollars. Endorsed on the back "Without recourse to me, Rosetta D. Sprague, and on the face marked "Paid and canceled.

JEROME A. JOHNSON.

Signed for the witness by me by consent and agreement of counsel, this 22 day of November, 1907.

EDWIN L. WILSON, *Examiner.*

Mr. RICHARDSON: I now announce the complainants' case closed.

Mr. LAMBERT: The defendants have no testimony to take and announce their case closed.

EDWIN L. WILSON, *Examiner.*

Decree.

Filed January 24, 1908.

In the Supreme Court of the District of Columbia, Holding an
Equity Court for said District.

Equity. No. 24729.

IRA T. BRYANT ET AL.

vs.

JEROME A. JOHNSON ET AL.

This cause coming on to be heard at this term upon the pleadings,
and testimony, and having been submitted and considered
155 by the Court, it is this 24th day of January, A. D. 1908,
adjudged, ordered, and decreed that the fund used in pur-
chase of lot 36 square 194, in the City of Washington, District of
Columbia, was not the sole and separate property of the defendant
Anna M. Johnson, but was the property of the defendant Jerome
A. Johnson; and it is further ordered, adjudged and decreed that
the said defendant Anna M. Johnson be and she hereby is divested
of all rights, title, and interest in and to said property by virtue
of a deed from Robert H. Bundy to the said Anna M. Johnson duly
recorded among the Land Records of the District of Columbia, in
Liber 3037 folio 210 *et seq.*; and all the right, title and interest in
and to said lands and premises thereby conveyed is hereby declared
to be vested in the defendant Jerome A. Johnson, subject however
to the rights of complainants, and the further provisions of this
decree; and it is further ordered, adjudged and decreed that the
certain deed of trust, in these proceedings referred to, duly recorded
in Liber 2736 folio 288 *et seq.* of the Land Records of the District
of Columbia from Robert H. Bundy to David D. Stone and William
H. Haynes, Trustees, to secure a note payable to Rosetta D. Sprague
for the sum of twenty-five hundred dollars, be and the same is hereby
declared to be null and void, and the said Anna M. Johnson is
hereby directed to surrender the same to the trustees hereinafter
appointed, for cancellation; and it is further ordered, adjudged, and
decreed that all the right title and interest, and interest of the said
Jerome A. Johnson, in him vested by this decree, in and to said
lands and premises that is to say lot 36 in square 194 in the City
of Washington District of Columbia, be sold and that Mason
156 N. Richardson and Wilton J. Lambert be and they hereby
are appointed trustees to make sale thereof, upon giving
bond in the penalty of Three Thousand dollars, and that the ad-
vertisement of said sale be made in the Evening Star Newspaper,
and that in making such sale the provisions of Equity rule 91 be
in all respects complied with and from the proceeds of said sale said
trustees shall first pay all proper charges and costs in this cause in-
curred, together with all taxes due and outstanding upon said prop-

erty, and next they shall pay and discharge to the extent thereof, the judgments of the Supreme Court of the District of Columbia, in these proceedings referred to, recovered against the defendant Jerome A. Johnson by said complainants, in the order following that is to say Nos. 45929, 45955, and 45967; and it is further ordered, adjudged, and decreed, that the complainants recover from the said defendants Anna M. Johnson and Jerome A. Johnson their costs in this cause together with execution thereon as at law.

HARRY M. CLABAUGH,
Chief Justice,

Order Fixing Appeal Bond.

Filed January 28, 1908.

In the Supreme Court of the District of Columbia, Holding a Special Term for Equity Business.

Equity. No. 24729.

IRA T. BRYANT ET AL.
vs.
JEROME A. JOHNSON ET AL.

Now come the defendants, Jerome A. Johnson and Anna
157 M. Johnson, and in open Court note an appeal from the
decree rendered herein upon the 24th day of January, 1908,
and said appeal having been allowed, the appeal bond is fixed at
one hundred dollars (\$100), for costs.

By the Court:

HARRY M. CLABAUGH,
Chief Justice.

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Order for Citation.

Filed February 1, 1908.

In the Supreme Court of the District of Columbia, the 31st Day of
January, 1908.

Equity. No. 24729.

IRA T. BRYANT ET AL.
vs.
JEROME A. JOHNSON ET AL.

The Clerk of said Court will please issue citation to Ira T. Bryant,
Wm. A. Joiner, and John C. Norwood and Thos. H. Wright, executors
of Chas. F. Murray, notifying them that the defendants,

Jerome A. Johnson and Anna M. Johnson have appealed from the final decree in the above case.

WILTON J. LAMBERT,
Attorney for Def'ts, Appellants.

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Filed Feb. 1, 1908. J. R. Young, Clerk.

In the Supreme Court of the District of Columbia.

No. 24729. In Equity.

IRA T. BRYANT ET AL.
vs.
JEROME A. JOHNSON ET AL.

The President of the United States to Ira T. Bryant, Wm. A. Joiner, and John C. Norwood and Thos. H. Wright, executors of Charles F. Murray, Greeting:

You are hereby cited and admonished to be and appear at a Court of Appeals of the District of Columbia, upon the docketing the cause therein, under and as directed by the Rules of said Court, pursuant to an Appeal filed in the Supreme Court of the District of Columbia, on the 1st day of February, 1908, wherein Jerome A. Johnson and Anna M. Johnson are Appellants, and you are Appellees, to show cause, if any there be, why the Decree rendered against the said Appellants, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Harry M. Clabaugh, Chief Justice of the Supreme Court of the District of Columbia, this 1st day of February in the year of our Lord one thousand nine hundred and eight.

[Seal Supreme Court of the District of Columbia.]

JOHN R. YOUNG, *Clerk.*

Service of the above Citation accepted this 1st day of February, 1908.

MASON N. RICHARDSON,
Attorney for Appellee.

[Endorsed:] No. 24729. Equity. Bryant *et al.* vs. Johnson *et al.* Citation. Issued Feb. 1st, 1908. Filed Feb. 1, 1908. J. R. Young, Clerk.

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Memorandum.

February 5, 1908.—Appeal Bond filed.

Defendants' Designation.

Filed February 17, 1908.

In the Supreme Court of the District of Columbia, the 17th Day of February, 1908.

Equity. No. 24729.

IRA T. BRYANT ET AL.

vs.

JEROME A. JOHNSON ET AL.

The Clerk of said court will make up a transcript of record on appeal in the above entitled cause to consist of the following:

1. Bill of complaint.
2. Amendment to bill of complaint.
3. Separate answer of Jerome A. Johnson, filed October 25, 1907.
4. Separate answer of Annie M. Johnson, filed October 25th, 1907.
5. Replication filed October 28th, 1907.
6. Testimony of Annie M. Johnson, pages 43 to 77, inclusive, of complainants' depositions.
7. Testimony of Samuel Maddox, pages 33 to 35 inclusive, of complainants' depositions.
- 161 8. Testimony of Jerome A. Johnson, pages 78 to 115 inclusive of complainants' depositions.
9. Decree dated January 24th, 1908.
10. Order allowing appeal.
11. Memorandum as to bond on appeal being furnished.
12. And this designation.

WILTON J. LAMBERT,
Solicitor for Defendants, Jerome A. &
*Annie M. Johnson.**Complainants' Designation.*

Filed February 18, 1908.

In the Supreme Court of the District of Columbia, Holding an Equity Court for Said District.

Equity. No. 24729.

IRA T. BRYANT ET AL.

vs.

JEROME A. JOHNSON ET AL.

The clerk of the Court in making up transcript of record on appeal in the above cause, will make part of such record in addition to the parts enumerated by counsel for appellant-, as follows:

The entire testimony.

All exhibits.

All answers.

MASON N. RICHARDSON,
Solicitor for Complainants, Appellees.

162 Supreme Court of the District of Columbia.

UNITED STATES OF AMERICA, *District of Columbia, ss:*

I, John R. Young, Clerk of the Supreme Court of the District of Columbia, hereby certify the foregoing pages numbered from 1 to 161, both inclusive, to be a true and correct transcript of the record according to directions of counsel herein filed, copies of which are made part of this transcript, in cause No. 24729, Equity, wherein Ira T. Bryant, *et al.* are Complainants, and Jerome A. Johnson, *et al.* are Defendants, as the same remains upon the files and of record in said Court.

In testimony whereof, I hereunto subscribe my name and affix the seal of said Court, at the City of Washington, in said District, this 20th day of March, A. D. 1908.

[Seal Supreme Court of the District of Columbia.]

JOHN R. YOUNG, Clerk.

Endorsed on cover: District of Columbia supreme court. No. 1883. Jerome A. Johnson *et al.*, appellants, vs. Ira T. Bryant *et al.* Court of Appeals, District of Columbia. Filed Mar. 20, 1908. Henry W. Hodges, clerk.

